24-"

# מדינת ישראל

משרדי הממשלה

ת"ש/30,31 תיק מס'

1) Sheikh Saleh s/o Tul-Karem
Land plot #21 [1923-1930]

2) Basset Eddalich-hadi
el Hawareth s/o Tul-Karem
Land plot [1923-1940]

British Mandate Collection - S
שם:
16623 / 11 - גל
מזהה פיזי:
99.0/3 - 1142 מזהה לוגי:
905888 מס פריט:
02-113-03-05-07 כתובת:
25/08/2013

British Mandate

24-11

Lyd/Mul/30

See SD/5(1)

# PALESTINE GOVERNMENT.

Case 211

631

Land Plot No. 21. 180 Dns. - Sidret

Sheikh Saleh - ~~Deir el Hawaweh~~

Tul Karem

Nablus

Tul/30

L. F. 7- Forwarded on 27.5.29.

Book 124
Page 81

## LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No_____ X. 2. File No 2/1

X. 3. Reference No_____

4. Finance No_____ 5. Land Registry No Vol
and date_____

6. District Tulkarem. 7. Sub-District.

8. Village or Town. Wadie El Howareth

9. Whether Mudawara, Mahloul or Mewat etc.

10. Name of Property. Land Plot No. 22.

11. Nature of Property. Pasturage Land.

12. Situation. Bassat Eddalieh.

13. Boundaries.

North Course of Water.

South

East Sadat Sheikh Salah.

West Buildings

14. Area. 2/10 Dunums.

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Number and date of Agreement or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

565-2,000-24.6.22
Pld. at Greek Conv. Press.

D/Tul/31

R 11769

2e SO/5e(1)

See S.O.s dossier in CA5/36.

630

hand Plot Nr. 22.- 2 Mohmms.- Pasturage

Bassat Eddalich.- Hardie El Kawareh.

Tulkarem.

8360/11
8361/16 17 18 } 62/5/-4

8375/1-5 15 17 18
8374 26 32 35 } 62/1-/38

8371/22, 23
8377/24 27 28 } 62/1-/38

9 26.9.38 }
10 26.9.38 } ✓

D/Tul/31

F. 7 - Inwarried on 27-5-

Mr. Sahib

I think there were subject to accn. Pl make cross ref on your case file as 4th GP/no + quote accn no in GP/file.

11/11/40

Mr. Madras

I think these stick bonnie offices D/Trd/30 & D/Trd/37. please see if the old stick bonnie no is now to be closed

11/11/40

Wadi el Hawarith State Domain

D/Tul/30 and D/Tul/31 are now in Ein Hahoresh and Giv'at Haiyim Block 8377 and 8376 and 8375 in which Settlement is completed.

The following is the position in regard to these Domains before and at settlement.

| | | | |
|---|---|---|---|
| (a)(i) D/Tul/30 - Basset esh Sheikh Saleh | Plan 44) in 1st jacket) | 219.958 | Std Dunum |
| | | 41.942 | |
| | | 13.655 | |
| | | 1.017 | |
| | | 2.520 | |
| | | 0.367 | |
| | | | 279.459 |
| (ii) D/Tul/31 - Basset Daliya | Plan Folio 13) | 233.655 | |
| | | 31.364 | |
| | | | 265.029 |
| Total in accordance with old plans - copies attached. | | | 544.488 |

(b) The following was found to be the correct area in accordance with the most recent survey before settlement.

| | | |
|---|---|---|
| (i) Plan serial No.TS.151-36 Plot No.1. | 400.001 | Std.Dun. |
| (ii) " " No.Sur.H.Q.49/36 L/453/36) Plot No.2 | 132.665 | |
| | 532.666. | Std.Dun. |

(c) At Land Settlement I have claimed as follows.

| Claim No. | Block | P.P.N. | Area. | | |
|---|---|---|---|---|---|
| 102 | 8375 | 1-5,15 17 & 18) | 190.675 | Giv'at Haiyim. | GP/5/58 |
| 103 | 8376 | 26,32 & 33 | 49.644 | " " | GP/5/58 |
| 104 | 8377 | 22 & 23) | 159.680 | Ein Ha-Horesh | GP/5/59 |
| (i) Total Plot No.1 | | | 399.999 D. | | |
| (ii)105 Plot No.2. | 8377 | 24&30 | 134.614 D | Ein Ha -Horesh | GP/5/59. |
| Total claimed. | | | 534.613 | | |

Plot No.1 was claimed subject to exchange with the Kurdiyat in Ma'aborot, Block 8361 PPN.16, 17 and 18(Claim No.101) 247½ D. (Exclusive the scheduled road) and P.P.N.11 of block 8360 (Claim No.100) 8½ Dunums containing the spring. See GP/5/54

The exchange was confirmed in case No.2/Wadi el Hawarith 399.999 Dunums were registered in the name of K.K.L. and 247½ Dunums approx. (Kurdiyat) were registered in name of Government and a small area round the spring which was not considered by the Settlement Officer as part of theexchange.

Note Copy of SO's decision for Basset Daliya is in file No. GP/5/36 and Case No.2 Wadi Hawarith P.T.D

The position now therefore is as follows.

Registered in Name of Government

| Block | P.P.N. | Area. | Village | Remarks. |
|---|---|---|---|---|
| 8377 | 24&30 | 134.614 | Ein Hahoresh | Residue of D/Tul/31 after transfer of part of it together with D/Tul/30 to J.N.F. in exchange with Kurdiyat. |
| 8361 | 16,17 & 18 | 247.500 | Ma'abaroth | Receivedfrom the J.N.F. in lieu of plot No.1 (see 2 (c) (i)) in lieu of D/Tul/31 and part of D/Tul/30. |
| 8360 | Part of P.P.N.11 | ? | Ma'abaroth | Small site containing well awarded by S.O. as being outside J.N.F. registration. |

In addition to these there is D/Tul/32 Basset esh Sheikh Muhammed - which is in Wadi Hawarith Arab lands, Blocks 8394,8395 and 8396 which have not yet been settled and for which no claim have as yet been lodged.

| Block | P.P.no. | Std.Dms. |
|---|---|---|
| 8394 | 1-52 | 510.815 |
| 8395 | 1-43 | 677.081 |
| 8396 | 1-40 | 855.696 |
| | Std.Dms | 2043.592 |

There seems to be some confusion as to the land which was used by the Tulkarm Kadoorie School for hay growing which is in Basset Esh Sheikh Saleh and not Basset esh Sheikh Muhammed I do not know who is now in occupation of P.P.N.8377/24 & 30

Please see 1:10000 sketch Plan of Settlements in Wadi el Hawarith in File GP/5/62

GP/5/59(1)

DEPARTMENT OF LAND SETTLEMENT
JERUSALEM.

15

28th November, 1940.

District Officer,
Tulkarm.

Subject:- Government Properties - 'Ein Hahoresh and Ma'barot.

The State Domain properties originally recorded under D/Tul/30 and 31 have now been settled.

Part of the area namely 400,001 square metres was transferred to the Palestine Jewish Colonization Association by way of exchange for an area of 247,201 sq. metres (Kurdiyat) Ma'barot village and is now recorded under GP/5/54(6,7 and 8). The residue of the area has now been recorded under GP/5/59(1).

I shall therefore be obliged if you will close the old State Domain files and use the new GP numbers in all future correspondence relating to these properties.

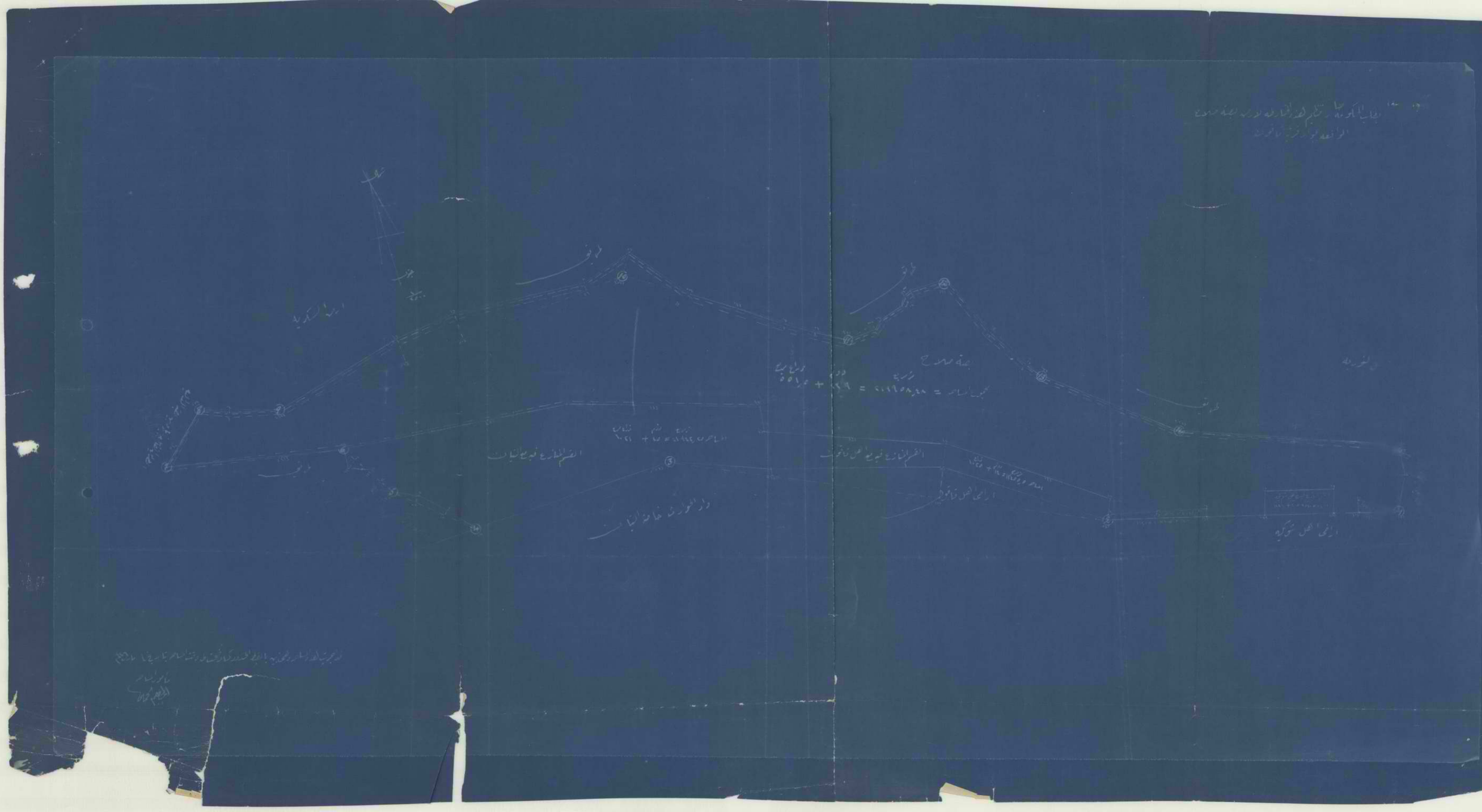
History Sheets are attached herewith.

DIRECTOR OF LAND SETTLEMENT.

Copy to: Registrar of Lands, Tulkarm - with History Sheets.

Files GP/5/54(6)
(7)
(8) and
D/Tul/30 and 31
SD/5(1).

A.



4161

Grazing land of Attil

مرعى اهل عزبة عتل والبدو بجوارها

Bassat al Dalia Land

ارض بصة الدالية

زرع ٢٩٨ + دوم ٤٥٤ = مجموع المساحة ٢٢٢٦٥٥

Total Area: 233655 M² = 234d 39sqcs

Road

North

شمال

1/2500

South

جنوب

Ploughed Area

الارض المحروث

Area: 31364 M² = 34d 20s 1/2cs

Ramlat Qaqun Sold to Jews

رملة قاقون الباعوها لليهود

وادي الحوارث خاصة التيار

"Al Taiyans" Wadi al Hawareth

Road

رقم ١٢٤ Number

رسم الكروكي بمعرفتي لهذه الارض بصة الدالية قاقون بجوار ناحون

This plan of the Bassa near Qaqun made by order of Govt.

وقد بينت لهذه المساحة وهي مبينة بالخط الاحمر وتكلفت على وقت المساحة بناية مارس

This Area surveyed & Boundary demarcated as shown to me in March 1926

(Sd) Ibrahim Khammash

4150

8/Tue/31

SD/5(1)

27th July,1939.

Chief Secretary.

Subject:- Kurdiyat - Basset Daliya and Basset esh Sheikh Salah Exchange.

Reference: Your letter No.V/22/33 of the 14th of March,1936. 10 in SD/5/1

The above exchange has now been effected at Land Settlement.

2. Provisional parcels Nos.16, 17 and 18 of block 8361 of Ma'barot comprising 247.500 dunums net, known as El Kurdiyat land, formerly owned by the Jewish National Fund are being entered in the Schedule of Rights in the name of Government in lieu of an area of 400 dunums, comprising the whole of Basset Daliya and part of Basset esh Sheikh Salah, formerly owned by Government, which is being shown in the Schedule of Rights in the name of the Jewish National Fund. An additional area of 3.443 dunums surrendred by the J.N.F. under this exchange has been incorporated in the adjoining scheduled road which is also being registered in name of Government.

3. This information is being conveyed to the District Commissioner, Samaria District, and to the Development Officer. Formal allocation of this land to the Development Officer will be

./.

made as soon as the Certificates of Registration in name of Government and the final plan are issued to me.

4. A copy of the preliminary block plan No.8361 showing the Kurdiyat land hatched in red is enclosed.

5. The 400 dunums of Government land surrendred to the J.N.F. were referred to in previous correspondence as Basset Qaqun in error.

A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: File Case No.2/Wadi Hawarith
D/Tul/30.
D/Tul/31.

MCA/RA

GUARANTEE IS GIVEN AS TO THE
CORRECTNESS OF THIS PLAN
I.R.O.

D/Tad/31.

Number 162

Grazing land of Attil

رعى اهل قرية عتيل والطريق بينها

Bassat al Dalia Land

ارض بطحة الداليه

زراعي ٢٩٨ + رعي ٢٥٧ = مجموع ٢٥٥ = مساحة

Total Area: 233655 M² = 254d 398 pics

Road

North

شمال

1/2500

South

جنوب

Ploughed Area

القسم المحروث

زراعي ١١٦٧٢ + رعي ٢٠٠ = ١١٨٧٢ مساحة

Area: 31364 M² = 34d 205 pics

Road

طريق

Ramlat Qaqun
Sold to Jews

رملة قاقون المباعة لليهود

Road separating Bassat al Shaikh Salah from Bassat al Dalia

الطريق الفاصل بين بطحة الشيخ صالح وبطحة الداليه

Wadi al Hawareth

وادي الحوارث

"Al Taiyan's"

خاصة الطيان

Road

طريق

هذا رسم الحكومة عما ترتيم لهذه الخارطة لأرض البطحة الواقعة جوار قاقون

This plan of the Bassa near Qaqun made by order of Govt.

13

وقعت لهذه المساحة وهي تبين بالضبط الحدود وتلاقيها على رقعة الساحة بتاريخ مارس ١٩٢٦

This Area surveyed & Boundary demarcated as shown to me in March 1926

(Sd) Ibrahim Khammash

مأمور المساحة

D/Tul/31

11th October 1938.

Chairman,
Central Housing Commission.

Subject:- State Domain D/Tul/31.

Reference: Your 36/3/8.A of 8th October 1938.

Please see letter D/Tul/31 of 21.9.38, a copy of which is enclosed for easy reference.

A/COMMISSIONER FOR LANDS AND SURVEYS.

/P

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE
No. 36/3/8. A.

CENTRAL HOUSING COMMISSION.
PUBLIC WORKS DEPARTMENT.
JERUSALEM.

8th October, 1938.

Commissioner for
Land and Surveys.

REPLIED 12

Subject : State Domain D/Tul/31

Reference : Your D/Tul/31 of 10.9.38. 8

I refer you to letter dated 16.9.38 addressed to you by the A/Conservator of Forests and shall be glad to have your confirmation that your above is cancelled.

for CHAIRMAN
CENTRAL HOUSING COMMISSION.

L7.

10

D/Tul/31

21st September 1938.

Chairman,
Central Housing Commission.

Arabic: 12

Subject:- State Domain - Basset ed Daliya, Qaqun - No.D/Tul/31.

Reference: My D/Tul/31 of 10.9.38. 8

In view of the fact that this State Domain was handed over to the Jewish National Fund in exchange for certain other lands, and on the strength of the notice of revocation published in Palestine Gazette No.679 dated 8th April 1937, this State Domain has ceased to be in the occupation of Government.

2. I shall therefore be obliged if you will consider my letter under reference as rescinded.

A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to District Officer, Tulkarm.

Conservator of Forests.
Ref. his letter No.8/K/1 of 16.9.38. 9

B/P

ALL COMMUNICATIONS TO BE ADDRESSED TO
CONSERVATOR OF FORESTS,
P. O. Box 1167, JERUSALEM.

IN REPLY PLEASE QUOTE
No. F/ 8/K/1

TELEPHONE No. 1022.
TELEGRAPHIC ADDRESS "FORESTS".

Commissioner of Lands & Surveys
D/Tul/31.
16 SEP 1938
Government of Palestine

**Government of Palestine.**

**Department of Forests,**
MAMILLAH ROAD,
JERUSALEM.

Date 16th September, 1938.

Subject: State Domain No. D/Tul/31

Reference:- Your letter No. D/Tul/31 of 10.9.38 to Chairman, Central Housing Commission, copy to Director of Agriculture.

8

Petition in 10

See also " 11

Commissioner for Lands
and Surveys.

The Director of Agriculture and Fisheries has passed your letter under reference to me, and I have to point out that this land forms a part of the 400 metric dunams which were allotted to the Jewish National Fund in exchange for the Wadi Hawarith land.

2. I believe that it is by mistake that this land is now referred to as the Department of Agriculture pastural land.

A. J. Sa...

A/CONSERVATOR OF FORESTS.

8

Ref. No. D/Tul/31

DEPARTMENT OF LANDS & SURVEYS
M.MILLER ROAD
JERUSALEM.

10.9.38

Chairman
Central Housing Commission.

REPLIED 9.11
see also '10

Subject:- State Domain No.D/ Tul/31.

The above has been under your control for the use of The Agricultural Department as pasturage land, Qaqun for some considerable time and, it appears, prior to the introduction of the present regulations for the allotment of State Domain.

2. There is nothing in my records to show that this property has been officially allotted to you and in accordance with General Regulation 337(xi) the property is hereby allotted.

3. Copy of the history sheet and the plan in respect of this property is attached herewith for your retention.

Maurice Bonnick
/COMMISSIONER FOR LANDS
AND SURVEYS.

/RA

Copy to: District Officer, Tulkarm. } together with copy of enclosures.
" " Director of Agriculture and Forests. Fisheries }

STATE DOMAINS.

State Domain No. D/Tul/31 Sub-District: Tulka

Village: Qaqūn

Registration.

Deed. 2

Vol

Folio

Date. Dec. 1328

Plan.

No. Date.

Block Parcel

Prepared by

Scale Tracing or Print.

Signed by neighbours:

Area: Turkish Dunums. 210

Share. Whole

Metric Dunums.

Name. Locality or Quarter: Category.

Basset ed Daliya

Description (Pasture) - Grazing Ground

Acquired by

Allotment Date

Present use Leased

Disputed Partly

Remarks.

N.B. If under negotiation for sale etc., say so.

Action required.

Action taken.

Date: Signature

Date: Signature.

Surveyors Observations.

7

D/Tul/30

25th April, 1937.

District Officer,
Tulkarm.

Subject:- Forest Reserve No.188 -
D/Tul/30 and 31.

I enclose herewith for your information and retention, a copy of the Notice under section 3 of the Forests Ordinance, published in Palestine Gazette No.679 of 8.4.37, regarding the revokation of the proclamation of this Forest Reserve.

for COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Registrar of Lands, Tulkarm.
D/Tul/31.

JGM/P

(Published in Palestine
Gazette No.679 of 8.4.37.)

FORESTS ORDINANCE.

Proclamation No.2 of 1937, by the
High Commissioner under section 3.

IN EXERCISE of the powers vested in me by section 3 of the Forests Ordinance, I General Sir Arhtur Grenfell Wauchope, High Commissioner for Palestine, do hereby proclaim and it is hereby proclaimed that the proclamation by the High Commissioner, concerning Qaqun Forest Reserve No.188, within the boundaries of Qaqun village, Tulkarm Sub-District, dated the 14th December, 1927, and published in the Gazette No.202 dated the 1st January, 1928, made under section 3 of the Forests Ordinance, shall be revoked.

A.G. WAUCHOPE.
High Commissioner.

31st March, 1937.

6

OFFICE OF THE
COMMISSIONER FOR LANDS
AND SURVEYS,
RAMALLAH ROAD,
JERUSALEM.

B

D/Tul/30

17th February, 1936.

Assistant District Commissioner,
Samaria.

Subject:- Exchange of Land with the Jewish National Fund.

Reference: Your T/30/104 of 21st January, 1936.

I enclose herewith copy of letter I have received from the Registrar of Lands, Tulkarm, from which it appears that there is some misunderstanding in regard to the State Domain lands from which the 400 dunums are to be exchanged with the Jewish National Fund.

2. In order to assist the Land Registry Surveyor and to avoid misunderstanding, please note that the 400 dunums of land to be given to the Jewish National Fund in exchange for 250 dunums are in State Domains Nos. D/Tul/30 and D/Tul/31. These State Domains are known as Sidket Sheikh Salah and Bassat Ed Delieh, respectively.

COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: Commissioner of Surveys, Ref. his L/24/14-170 of 13th February, 1936.
Registrar of Lands, Tulkarm, Ref. his TLR/16/26 of 10th February, 1936.
D/Tul/31.
SD/5(1).

H/P

Registers and to the omission of re-assessments the existing taxes on immovable property (werko and musaqefat) had become for the most part arbitrary imposts, adding to the tithe in rural area and securing an inadequate return from urban areas.

(v) that again owing to the failure of the Land Registers there was no security of rights to land, no basis for economical borrowing for agricultural needs, and unceasing encroachments both on public and private domain.

(vi) that the periodic re-apportionment of village lands, so widely practised in accordance with the system known as mesha', was a most serious handicap on the economic development of the country and the improvement of the position of the peasantry.

(vii) that no effective measures had so far been taken to remedy these evils because the essentially associated problems mentioned had never been considered or dealt with in any thorough manner as a whole. The Departments concerned, more particularly the Land Registries and the Survey, had been left to pursue reform piece-meal without general direction or a common objective.

(viii) that the existing subordination of the Land Registry and of the Public Domain of the State to a common Department was both contrary to the public interest and administratively undesirable.

./.

5

C O P Y.

L/24/14-170

13th February, 1936.

Registrar of Lands,
Tulkarm.

Subject:- Basset Qaqun, Tulkarm Sub-District.

Reference: Commissioner for Lands and Surveys' letter D/Tul/30 and 31 of 9th February, copy to you.

I attach herewith an index diagram of Qaqun and shall be glad if you will indicate thereon the areas covered by the Registration referred to in para.2 of the above mentioned letter, and return as soon as possible.

(Sgd) H.J.Miller.
for COMMISSIONER OF SURVEYS.

Copy to: Commissioner for Lands & Surveys.
A/District Commissioner, Samaria.

Commissioner of Land
14 FEB 1936

B 020/7

TLR/16/26- 175

Registrar of Lands
Tulkarm.
10 th February 1936

Director of Land Registration

Jerusalem.

13 FEB. 1936
File No 105
HEADQUARTERS JERUSALEM

Subject:) Basset Dalieh

4 SD/5(1).

On 6/2/1936, I received a copy of the letter of the Assistant District Commissioner, Samaria, No.T/80/104 dated 21.1.1936, addressed to you, and a telephonic message from the District Officer, on behalf of Mr.Foot, asking to arrange and have the above site Surveyed in Order to Execute the proposed Exchange between the Government and the Jewish National Fund.

Although the name of the Locality is shown to be Basset Qaqun but I understand that it is meant to be Basset Dalieh which is registered under No.2 of Hamun Awwal 1328, in accordance with the particulers mentioned in the attached Extract.

Apparently the said site has not been previously Surveyed and therefore the Surveyor has arranged and produced from the Survey Department the general plans of Wadi El-Hawareth in Order to assist him in preparing the necessary Survey.

For your information and instruction, please.

REGISTRAR OF LANDS.

AH/HK.

4116

50/5/1

4127



نموذج نمرة ٥٢

# صورة قيد مستخرجة من دفتر الطابو الكريم

27439—15000—8-4-35. Si. P.

| الغرة | التاريخ | بوظلة او دائمي | القرية او المدينة | الموقع | الجنس | النوع | مقدار المقاطعة ولاي وقف | مقدار بدل العشر | المساحة دونم | المساحة ذراع | مقدار الحصة حصة | مقدار الحصة من حصة | الحدود | جهة التصرف او كيفية اعطاء السند | المالك او المتصرف الحالي | نمرة التحرير العقار في الدفتر | القيمة في الدفتر | بدل البيع والفراغ | ملاحظات |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ٢ | ٢٧٨ | اصلي | الحوارث | البلدية | حمار | ميري | — | — | ٢٠ | | ٢٤ | | شرقا بحصة مدرسة الشيخ ضياء واحمد التيانه شمالا احمد عيسى وضاحية الطريق العام وجنوبا احمد التيانه وضاحية غربا من النقطة الجنوبية الواقعة على الضلع الغربي الى النقطة الطريق الموصلة الى جامع الشيخ محمد والطريق العمومي غربا احمد التيانه وحدها الحدود | ايصوز ورد وعليه عبارة [illegible] | وقف سلطاني خزينة جليلة مالية | ٦٢٨٧ | ٢٠٠٠٠ | — | نظر بجلسة ٢٨ تاريخ ٢٨ بحضور [illegible] وبمواجهة [illegible] وقفا ما لم يبرز لغاية يوم الجلسة اوراق رسمية ٨٥ تاريخ ٢٨ قرر تحرير سند لوقفية خالصا من اي تقييد اتخذ |

اشهد إن التفاصيل المدونة إعلاه إستخرجت من دفتر الطابو وهي طبق الاصل — ان الرسم وقدره مل ... فحصل بموجب وصل نمرة ... تاريخ ...

مسجل اراضي

قضاء ...

ختم الدائرة

التاريخ ١٠/ ٢ / ٣٦

ملاحظة :— يجب المحافظة على الخانات الخالية عن تدوين اي شيء فيها.

2

C O P Y.

B

SD/5(1)

9th February, 1936.

Chief Secretary.

Subject:- Basset Qa'qun, Tulkarm Sub-District.

Reference: Your letter V/22/33 of 27th December, 1935, to the District Commissioner Northern District.

The Assistant District Commissioner, Samaria, has forwarded to me a copy of your above quoted letter and I should be glad if you would confirm that this letter authorises me to arrange for the transfer of 400 dunums of Government land in the Basset Qa'qun to the Jewish National Fund.

2. I understand that the District Commissioner is satisfied that Government is not surrendering in land greater value than it receives under the exchange contemplated.

3. The offer made by the Assistant District Commissioner to the Jewish National Fund stated that these transactions would not involve the Jewish National Fund in any expenses and I should therefore be grateful for your authority to remit any stamp duty, land registration or survey fees which may be payable on these transactions.

As, according to the ruling contained in your letter No.L"157/34 dated 26th February 1935, there is no statutory provision under which the collection of Land Registry fees can be waived, I shall be grateful for authority to meet the charges from my vote and if no funds are available for the purpose, to make application for a Special Warrant to cover them.

I presume also that stamp fees will have to be paid and that your authority will also cover this item.

./.

4. I shall also be obliged if you will confirm, since the area will become a State Domain, that I am authorised to hand the land transferred to Government by the Jewish National Fund to the Development Officer for the settlement of Wadi Hawareth Arabs. I understand that he will make the necessary arrangements with these Arabs and that the District Authorities will be responsible for collecting any rent due from them.

5. I observe that it has been suggested that one-fifth of the gross yield shall be collected by way of rent and I would point out in this connection that, since tithes are no longer collected, this will necessitate an annual assessment of the produce.

M.C.B.

for COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to D/Tul/30.
D/Tul/31.

C O P Y.

B

D/Tul/30 & 31.

Note:- For correspondence and authority for exchanges see file SD/5(1).

9th February, 1936.

Commissioner of Surveys.

Subject:- Basset Qa'qun, Tulkarm Sub-District.

It has been arranged that 400 dunums of the State property known as Basset Qa'qun should be handed over to the Jewish National Fund in exchange for another area of land which is required for the settling of certain Arabs from Wadi Hawareth.

2. The State Domains comprised in Basset Qa'qun are those recorded in the District Offices Tulkarm under Nos. D/Tul/30 and 31 which are covered by two Turkish registrations.

3. I should be grateful if you would arrange for a plan suitable for registration purposes to be prepared to show the whole of these State Domain properties as one entity in the first instance, indicating the boundaries of the two registrations in order that a combination may be arranged. I suggest that a separate tracing should be prepared of the whole area showing the 400 dunums to be handed over to the Jewish National Fund in order that this may be registered in their name and the balance in the name of the High Commissioner for the time being in trust for the Government of Palestine.

4. I understand that the Land Registry Surveyor, Tulkarm, is aware of this matter and that the Assistant District Commissioner will be able to point out the area to be transferred to the Jewish National Fund.

(Sgd) M.C. Bennett.

for COMMISSIONER FOR LANDS AND SURVEYS.

Copy to: Registrar of Lands, Tulkarm.

" " Asst. District Commissioner, Samaria.

B/P

URGENT

سعادة مدير الأوقاف بالقدس الشريف المحترم

يافه
١٤٤ | ٦ / ١٧ / ٩٢١

الموضوع — بصة ام العلمد والفالعه من منطقة طولكرم
بالاشاره الى المخابره التلفونيه مع المستر مرتن
هنا

DEPARTMENT OF LANDS
File No. T/Tul/31
7 DEC 1931
GOVERNMENT

صورة 10169

اتشرف بتقديم لسعادتكم الرسالة رقم [١] المؤرخة ٢٠ مارس ٩٢٥ العائد لبركة رضا مع جميع البصات التي تخص البصة الصومية الشهيرة بالفالعه تؤجل تودليعه الى مرتن افندي الموصى اليه لتؤجل اجراء الايجاب واقبلوا فائق الاحترام

لورنس تايب

مفتش اراضي المنطقة الجنوبية

وجهاء طوطح كرم [صوره] بجانب امر مديرية الأراضي في طوطح ٢١/ ٢/ ١٩٥٥ وبحضور
نخبة الرايور
مختار ية اختيارية القرا المجاورة كتضاعيل بركة رضاء والمحدودة الآتية الذكر.
كما يأتي

[١]

١ — ان بركة رضاء المذكورة وقف خيري واحد صحيح ام العلاء انشاء قضاء طوطح كرم وبركة رضاء المذكورة ليست بحاجة بتقييد الحدود ومساحتها تقريبا (٥٠) دونم وليس موجود لها قيد طابو

ان الاراضي بصحة ام العلاء المذكورة واسعة ومساحتها تخمينا (٤٠٠٠) دونم واقعة بين اراضي قرية انشاء قضاء طوطح كرم وبركة رضاء واقعة هذه اراضي بصحة ام العلاء المذكورة كما انه يحيط داخل اراضي ام العلاء بصحة الموقوفة وبصحة الفاقعة واراضي متقدمة وحدود اراضي بصحة ام العلاء المذكورة كما يأتي

٢ — قبلة — اراضي قرية كفر زياد واراضي قرية كفر جمال واراضي قرية الطيره
شرقا — اراضي قرية الطيبه واراضي قرية الطيره
شمالا — اراضي قرية الطيبه واراضي قرية كفر صور
غربا — اراضي قرية كفر زياد واراضي قرية كفر صور

٣ — ان اراضي بصحة ام العلاء متظرع اراضي زراعيه وكلكل خراب ومنبسطة بها بتانات طبيعيه مثل (سمار) و(الحلفا) و(بريس) و(بريط) و(اعشاب للحيوانات) وهذه البتانات ذو قيمة وتسوغ قيمة عاملة لدائرة الأوقاف وفي أراضيها ناتئة هيئة تنتفع وتحفظ بعد انتفاع الأهالي وفي هذه اراضي بصحة المذكورة تنقع بها المياه بصوره دائمة والموقع الذي يسمى بركة رضاء الموصوفة وهو محل بركة تجمع بها المياه بصوره عموميه كبيره وتبقى بها المياه بصوره دائمة لان المياه لا تذهب فارغ ولا تنخفض

٤ — ان ام العلاء المذكورة بما فيها بركة رضاء وضريحها عائدة لدائرة الأوقاف وبدلوا عاملة كانت تأتي عاملة الى الكرم بالمزيدة السنوية وتصرف لدائرة المالية طوطح كرم الحساب دائرة الأوقاف وذلك مدة ست سنوات كل سنة بمبلغ مقدار الايجار السنوية المذكورة بالقيد المرفق مع مراسلة طوطح كرم المتقدم طيه وبناء على المنشور المبلغ لدائرة المالية بانه الايجار السنوية للأوقاف يصدر اجراء معاملة بمعرفة دائرة الأوقاف وحيث ان طوطح كرم ليس موجود مأمور اوقاف وذلك اصدر اجراء المزايدة بخصوص ايجارها عدة سنوات لحالة بواسطة دائرة بلدية طوطح كرم لحساب الأوقاف

٥ — ان بموجب المزايدة العلنية التي بخصوص البصة المذكورة بدائرة مالية طوطح كرم محررة بعنوان بصة ام العلاء الدائرة للوقف الابراهيمي ومحررة بالوصلة المذكورة بخانة الأرصدة المأخوذة بصورة (ارصدة بصة ام العلاء العائدة للوقف الابراهيمي) وهي بموجب المزايدة المذكورة نوع الحاصلات التي يستوفي المستأجر منها بصة وهي (سمار) و(الحلفا) و(بريس) و(بريط) و(اعشاب للحيوانات)

ثم قدم لنا رئيس بلدية طوطح كرم قطعيته وصولات رسمية احدهم على مدير دائرة اوقاف نابلس مبلغ واحد وعشرون ليرة فلسطينية ام العلاء المذكورة محسوبا عن بدل اعشارها الموقفة رقم (٢٩) شرقي واثنان على مدير الدائرة المذكورة مبلغ عشرة ليرات فلسطينية المذكور محسوبا عن اعشارها رقم (٢٥) شرقي وصورة الوصولات المذكورة مقدمة طيه

٥ — وحيث ان بصة بركة رضاء واضريحه بصة ام العلاء المذكورة ومختار ية اختيارية القرا المجاورة المذكورة اعلاه افادوا بان بصة ام العلاء المذكورة بما فيها عائدة الى وقف ابراهيم الخليل

فنرفع اجراء المعاملة المقتضى بما ذكر صار تنظيم هذا الرايور وتقديمه مع صورة قيد المالية وقطعيته صور وصولات مدفوعات الأوقاف الى مديرية الاراضي المحترم ٢٠ مايس ٥٥

توقيعات

مفتش اراضي المنطقة الجنوبية

Translation

Folio No. .....

4.11.29

LAND REGISTR... F.....

L.R. 53.

# REGISTI... DEEDS.

Extract No. .....

VOLUME ...

Town or Village Wadi El Hawareth

Situation or Quarter Bassat El Dahieh land

Petition No. ..... of Year .....

13017—15000—G.P

| No. ~~of~~ Deed | Date of Registration | Class of Land | Description of Property | Boundaries | Area Don | Nature of Transaction | Name of Grantor | Name of Grantee | Shares | Consideration or value L.P. | ~~mils~~ | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2 | Kanun Awal 328 | | Pasturage | E: Bassat Sidran El Sheikh Salah ~~and~~ Zabban ~~land El Hibasa~~ N: Ard El Atil separating the road to the Eastern side Ard El Zabban ~~Hibas~~ Ard Kanun S: Ard El Zabban separating el Khandak from the Western plot to the road leading to Khirbet El Sheikh Salah & the said road. W: Ard el Zabban & beside it El Khandak | 210 | The 210 dunums of the pasturage land were registered in the name of El Ardi Hamayouni was noted by the Daftar Khani Dated 20 Kanun Awal 326 No 63 as per order dated 17th Tishrin Tani 328 | | Treasury | | 3000 | | |

The above is a true copy of the Register and is given against payment o... r receipt No. ..... of .....

Registrar of Lands.

Mc. Madros.

# DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/31
2. Town or Village " 4. Map Reference No.
5. Name of Property Wadi Hawaris Parcel No. Block No.
6. Situation Bassat Eddalieh
7. Description Pasturage land
8. Category of Land
9. Finance No. 6287
10. Land Registry Deed Vol 2 Fol 2 Date Dec.328.
11. Turkish Registration No. Date
12. Date of Survey
13. Area { Metric Donums sq. metres. / 210 Donums sq. metres. / sq. pics.
14. Boundaries :—

North :— Course of water

South :— Tabban land-Khirbet Sheikh Mohd.

East :— Sadaf Sheikh Saleh & Tabban land

West :— Buildings Tabban & Khandak.

15. Remarks :—

12875—5000—15/9/38.—L.J.S.

ON HIS MAJESTY'S SERVICE.

Note on file D/Tul/31.

Discussed with Mr. Azat Jawis, R/Tulker.

on 24/10/77.

The plot of land under reference is a State Dom. Basat Eddalich – not affected by the action of Mahmoud abu Hantash of Kaxum (D/Tul/30).

The Basi was handed over to Agric. Dep.

M Doukhan

24/10/77.

W Jordi
Plan Sent
81.12.4

TLR/16/26

Registrar of Lands,

Tul-Karem,

9th. Junly 1927.

---

Director of Lands,
Jerusalem.

---

Subject: Basset Dalia D/TUL/31
Reference: Your's D/TUL/31 of 7th. July 1927

I beg to enblose herewith the extracts referred to in your letter under reference, duly certified by me as requested please.

MAG

REGISTRAR OF LANDS

On copy sent to Dept of Agriculture

14/7/27

اخراج قيد للدائنة

| العدد | تاريخ | موقع | الجنس | دون | عشر | قيمة | وزنه | جهة الصدور | جهة التوقف | قضاء دفع به نقض او لم يطعن | | مقدار الواجب لكسه | ملاحظات |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| ٢ | ٢٧٨ كامورصص | واجبة الدفع | جاب | ٢٧٠ | ٦٢٨٧ | ٢٠٠٠ | | | | | | ثمانية | |

مصدق على توقيع

D/Tul/31.

7th July 1927.

Registrar of Lands,
Tulkarem.

Subject :- Bassat Dalieh -
D/Tul/31.

I shall be obliged if you will forward as soon as possible two certified extracts of registration in respect of the above mentioned property.

2. Copy of the required registration is enclosed herewith for your guidance.

DIRECTOR OF LANDS

IAB/MG.

D/Tul/31

13th October, 1926.

Registrar of Lands,
Tulkarem.

Subject :- Bassat El Dalia, Tulkarem.

On the inspection of the above at which Dr. Doukhan and Mr. Bennette were present on 20/9/26 it was agreed that you should look up and forward the certified extracts of the registration of the land claimed by Mr. Tayan on the Southern side of the above in order that the question of the boundary of the Govt. land might be considered.

2. The question being whether the road to Sheikh Mohamed was the boundary or that as shown on the plan attached to Yousef Eff. Sabet's report.

3. Kindly forward certified extracts required as soon as possible.

DIRECTOR OF LANDS.

MCB/RP.

D/Tul/31.

13th October 1926

Secretary,
Geula Co.Tel-Aviv.

לכבוד מזכ"ר
חברת גאולה
תל-אב"ב

Sir,

א.נ.

I have the honour to refer to your letter No.3349 dated 13/8/26 and I beg to inform you that the area for which you apply known as Bassat El Dalia is required for Government purposes and is therefore not available.

בתשובה למכתבכם מ"וס
13/8/26 מספר 3349 אחבב
לחוד"ע שחלקת האדמה ה"רועה בשם
בסת אל דל"ת אשר חזכ"ר במכתבו
חנ"ל דרושה לצרכי הממשלה, ולכן
לדאבוננו לא נוכל למסרה

I have the honour to be,
Sir,
Your obedient servant

(Sgd) M. G. BENNETT

DIRECTOR OF LANDS

MCB/MG.

Tal/31.

Deputy Commissioner's Office
Subject. Basset ed-Dalieh

Mr Dunkan Mr Bennett inspected the above Basset (S) on 20.9.26 accompanied by Mr Rafeeb Bey, (Ag) Inspector of Lands & the Registrar of Lands Talkeem.

The landholders the heirs of the Claimant Mr Tayan were also present but not the claimant himself. The boundaries appeared clear all the exception of three portions are stated to comprise this it was decided to examine a certified extract of the registration held by Tayan in case an additional area between the portion boundary as shown on the plan & the road leading to Sheikh Mohammad should be included.

It was agreed by the Govt representatives, & Rafeeb Bey employed to protect Govt interests, that the Government claim & the plot claimed by Tayan should be adhered to.

As soon as a decision on appeal of Tayans title to both of Mr Walkers, to whom the land is handed over, should be requested to surround the area with a boundary.

The area is stated to be dry cultivation

The Dalieh Co should be informed that the area of cypress trees must be leased to them.

Mr Bennett

Mr. 28.9.26

11/10/26.

No.3349

Geulah Co.Tel-Aviv
13/8/26

Translation.

Director of Lands.

Sir,

Whereas we have purchased an area of land of 100 donums approximately in Kakun Village, and as the said plot abuts on the State Domain land of "Bassett Ain Dalleh" we beg that the said "Bassa" belonging to the Government be either sold or leased to us on terms on which both sides will agree to.

The inclusion of the above "Bassa," with our said plot is necessary to us in order to drain and render healthy the said Government plot and to plant this area as our experts may decide, and thus we believe we are rendering a public service by making healthy the said "Bassa".

We believe also that the Government is always willing to accede to such requests when public utility and agricultural development is involved.

Kindly let us know your conditions in respect of the said plot.

I have the honour to be,

Sir,

Your obedient servant.

(Sgd) ?

for Geulah Co.

„GEULAH" Co L TD
ERETZ-ISRAEL

חברת „גאולה" בע"מ
ארץ־ישראל

בתשובה נא להזכיר:
ת. 3349

Tel-Aviv, the ג' אלול תרפ"ו
Teleph. 316 טלפון 13.9.1926
תל-אביב, יום
P.O.B. 118 ת.ד.

DEPARTMENT OF LANDS
AUG 1926
PALESTINE

לכבוד
מחלקת הקרקעות
ירושלים.

---

א. נ.

היות וקנינו שטח קרקע של קרוב לאלף דונם מאדמת שאמון הגובלת עם אחד מגבולותיה של אדמת הבצה „עין־דאלי" השייכת למשלה, אנו מציעים בזה לכם, המשלה למסור לנו את הבצה הנ"ל, הן ע"י מכירה או חכירה למספר שנים וחנאים שיוסכם בינינו.

ספות הבצה הנ"ל לאדמתנו הוא חשוב לנו לשם יבוש והבראת המקום שאנו עומדים עתה לרכז עוד שטח קרקע ולהגדיל את התחישבות בסביבה זו, ובדעתנו לנטוע בבצה זו נטיעות שונות לפי תכניה המוסחים שלנו, ואנו מקוים שהדבר הזה יהיה להועלה צבורית חשובה.

אנו בטוחים ומקוים כי המשלה, שלעינית תמיד התועלת הצבורית בהבראת הישוב והפרחת התקלאות, תמצא לאפשרי למלאות את בקשתנו.

והננו מחכים לתשובתה בתנאי התסכם.

בכל הכבוד:

מבצ' „גאולה" (בעלבון מנכ)

ס.י/

TRANSLATION.

In compliance with the order of the Director of Lands No.D/Tul/30 dated 23/2/26, we have duly inspected the plot of land known as Bassat Dalieh detailed in file No. D/Tul/31 and concluded the following :-

1. The above Bassah lies in Wad El Hawareth El Sharky in Tulkarem Sub-District and is registered in the Tabou on the name of the Finance under No. 2 dated December 1328 with an area of 210 dus. and boundaries as follows :-

South: Ard el Tayan with a trench separating it from the southern end to the road leading to Khirbet Sheikh Mohamed.

East : Bassat Sederat Sheikh Salah and Ard Tayan.

North: Ard Ateel separated by public road and leading eastward to Ard Tayan and Ard Kakoun.

West : Ard Tayan bounding the trench.

2. According to the plan prepared by the Lands Department Surveyor of Nablus, the area of this plot was found as follows :-

(a) Above Government Bassah 254 dus. & 398 pics

(b) Land in dispute by Mr. Tayan 34 dus.&205 pics

In its present situation the area of this Bassah was found exceeding the registered area by 44 dus. and 398 pics. Its east, north and western boundaries are correct. But according to the Report of Yousef Thabet dated 1st April 1925 No. 2, Mr. Michel Tayan (the adjoining owner) and his farmers were encroaching on a plot of land lying in the south-western boundary; but notice was given to them and they left a part of the said plot ~~wich~~ which has been annexed to the Bassah. Mr. Tayan refused to deliver the remainder which is under his cultivation this year, and claims that this part measuring 34 dus. and 205 pics belongs to Tayan family.

3. And whereas the trench mentioned in the above western and southern boundaries has no trace at all, and whereas the lands of Mr. Tayan are compact to the Bassah, and whether he advanced on or receded from the above boundary, his lands can be considered as a boundary.

The area mentioned in his old kushans is very little in comparison to the actual area he possessed. The experts and neighbours together with the Inspector of Agriculture and Forests have ~~decis~~ decided that the above plot measuring 34 dus. and 2.5 pics is a part of the a-bove Bassah.

4. The area and boundaries of the Government Bassah have been fixed and shown on the plan attached hereto.

5. In compliance with the letter sent by the Director of Lands to the District Commissioner, Northern District, dated 5-2-26 No. D/Tul/31, the above Bassah was handed over to the Department of Agriculture & Forests.

Moreover this Department too possession of the plot in dispute mentioned in para 3 above.

(Sg) Said Daoud
D.C.Tulkarem

(Sgd) Yousef Thabet
IHppector of Lands

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21/7/26

قضاء طولكرم
نمرة الزابور
٨

بموجب امر مديرية الاراضي نمرة /د/ طولكرم /٢٠/ تاريخ ٢٧/ ٧/ ٩٢٦
كشفنا على البصة الدالية الحاوية مخابرتها بدوريه نمرة (٢٨) والنتيجة كما يأتي

١ ان ارض البصة الدالية المذكورة واقعة في وادي الحوارث الشرقي التابع الى قضاء طولكرم والبصة المذكورة مقيده بسجل العديو باسم الخزينة المالية تحت نمرة (٧) بتاريخ كانون اول ٩٢٨ مالية ومقيد مسامحها بالسجل المذكور (٧١٠) دونم وحدودها بموجب قيد العديو كما يأتي

جنوباً ارض السياده وفاصلة منهما النقطة الجنوبية الواقعة على الفاصل الغربي للنقطة الطريق الموصلة المخربة الشيخ محمود والطريق المذكور

شرقاً بصة سدرات الشيخ صلاح وارض السياده

شمالاً ارض عتيل وفاصلة الطريق العام والجهة الشرقية ارض السياده وارض قاقون

غرباً ارض السياده وحدها الخندق

٢ المساحه بموجب الخريطة المنظمه بمعرفة مساحي دائرة اراضي نابلس

| زراعي | دونم | |
|---|---|---|
| ٢٩٨ | ٧٥٤ | مساحة بصة الحكومة المذكورة |
| ٥٠٧ | ٢٤ | مساحة القطعة المتنازع فيها مع فواخر سياده احمد المجاورية |

ان البصة المذكورة بالنظر لوضعيتها الحاضرة بلغت مساحتها كما تبين اعلاه وتبين بأن مساحتها المذكورة تزيد عما قيد العديو (٤٤) دونم و (٢٩٨) زراعي وحدودها الشرقية والشمالية والغربية موافقة انما بموجب الزابور المتقدم مدلول عليه قيدي ثابت بتاريخ [illegible] سالدي ٩٢٥ نمرة (٧) والمحفوظ بالدورية كانت الخواجه ميشيل سياده المجاور لارض البصة المذكورة وتزاحمه متجاوزيه على قطعة ارضه في الحدود القبلية الغربية وبناء على البينات التي جرت على المذكورين بموجبها رفعويده الخواجه سياده عما قسم من القطعة المذكورة واعيدت الى البصة ولكنه بقي مصر على قسم منها حرثه في هذه السنة ايضاً ويدعي بأن القسم الباقي تابع الى ارض عائلة سياده المتصلة بالبصة ومساحته (٢٤) دونم و (٥٠٧) زراعي كما هو مبين ومبينة في الخريطة والمذكور اعلاه

٣ وحيث ان الخندق المبين اعلاه بالحد الجنوبي والغربي غير موجود وليس له اثر وبالنظر للكونه ارض فواخر سياده فلا صفة الى البصة فانه كان سابقاً قديم او اخر بالحد المذكور فعلى فلا الحالتين ترى ارجاعه حداً لصفة انه الحدود الثابتة ولا سيما وان المساحة التي بموجبات العديو القديمة العائدة اليه مقدارها جزوخي بدرجة فاحشة بالنسبة لزراعي الارض التي تحتويه وعلاوة على ذلك فان اهل الجزء من المجاورين ومقتسمي الزراعة والاعراش بينوا وقرروا بأن القطعة المذكورة التي مساحتها (٢٤) دونم و (٥٠٧) زراعي هي من ارض البصة ولذلك عملت اشارة عليها بالخريطة عن حدتها بأنها قطعة متنازع فيها

٤ مقتضى مساحة البصة المذكورة وعينا حدودها ووضعنا علامات على حدودها الغير ثابتة حسبما هو مرسوم بالخريطة المذكورة والمربوطة طيه

بموجب المكتوب المرسل منه مديرية الأراضي الى محاكم المنطقة الشمالية بتاريخ ١٥/٦/٧٦ / غ/د/طول/٧٦/
تسلمت بصفة الدالية المذكوره الى دائرة الزراعه والأحراز في طول كرم والدائرة المذكوره وضعت يدها على القطعة
المختلف فيها المبينه بالماده الثالثه اعلاه استنادا على ما ذكر

ولذلك صار تنظيم هذا الراپور وتقديمه مع الخارطة المذكوره الى مديرية الأراضي المحترمه ١٧/٦/٧٦

معتمد الأراضي

فائمقام
قضاء طول كرم

حسب الطلب تسلمت نسخه عن هذا الراپور الى فائمقام قضاء طول كرم

Translated
Hkh
22/7/76.

23.2.26.

Note on files D/Tul/60,D/Tul/30,31,32.

Difficulties arose recently in regard to the Swamps of Wadi Bawareth and their location, which have led to some confusion.

It is desired therefore to trace briefly the position with regard to these State properties.

There are 3 swamps belonging to the Government namely:-

1) Bassat Sheikh Mahmud.
2) Bassat El Dalia and
3) Bassat Sheikh Salah.

There is another swamp situated within the sandy lands of Zeita Village belonging to the Government too.

The correspondence on the above mentioned files confuse very often these swamps with the sandy lands of Zeita Village which is a Government property too.

With regard to the location of the first swamp or Bassat Sheikh Mahmud which is apparently the swamp referred to in D/Tul/60, there are no particulars on the file.

The correspondence sometimes refers to Bassat Sheikh Mahmud and sometimes to Bassat El Gazazeh.

Both swamps are apparently adjoining each other and it is most desirable that Yusef Eff.Tabet should inspect and render full report with regard to their position.

In regard to Bassat El Dalia a report of Yusef Eff.Tabet is on the file and it seems advisable that a plan should be made with regard to this land, at the earliest convenience and the boundaries be defined permanently since encroachment takes place constantly on this swamp.

In regard to Bassat Sheikh Salah a valuable report has been rendered by a Commission composed of the District Officer of Tulkarem, Sub-Inspector of Agriculture and Forests, the Land Registrar and the Mudir Mal of Tulkarem.

The only question which should be dealt with immediately is to survey the ground and the definition of the boundary permanently.

The Commission has revealed that some encroachment took place on this ground but since there is ample evidence orally and written to the effect that this encroachment took place only recently the Commission is of the opinion that the part encroached upon could be declared Mahlul as this land has not been cultivated before.

The duties of Yusef Eff.Tabet at Tulkarem this time seems to me to be the following:-

1) To define the ground of each of these swamps together with the District Officer and the Surveyor of Nablus.
2) To arrange for the survey of these properties.
3) To fix permanent boundary marks.
4) To report on the possibilities of making Mahlul those parts of the swamps encroached upon.
5) To clear up the position in regard to the 2 swamps called Bassat Sheikh Mahmud and the Bassat Gazazeh.

6) To report on each property separate

File No. D/Tul/31

P.O.B.255
JUB LY

5th February 1926

District Officer,
Tulkarem

Subject:- State Housing - Houses.
D/Tul/31- Abed Ahmad Fataysi

The sum of £E.8.000 mils which was due on or before 31st December 1925 is in arrear.

2. I shall be obliged if you will arrange to have this amount collected and notify me when this is done showing the amount collected on your Monthly Revenue Return No. 28.

Maurice Peel
for DIRECTOR OF LANDS

Paid
R.V. 76. 12.6
of 15.3.26

No:324/107

DISTRICT COMMISSIONER'S OFFICE
H A I F A
8th February, 1926

DEPARTMENT OF LANDS
File No .....
11 FEB. 1926
GOVERNMENT OF PALESTINE

District Officer,
Tulkarem.
- - - - - - - - - -

Subject:- Basset Dalieh - Tulkarem
D/Tul/31
Reference:- Dir of Lands' letter No.D/Tul/31 of 5-2-26 copy to you.

I have no objection and provided you have none please place the land at the disposal of the Department of Agriculture.

(Signed) E. KEITH-ROACH
DISTRICT COMMISSIONER

Copy to:-
Dir.of Agriculture
Dir.of Lands

S.

D/Tul/31.

5th February 1926.

District Commissioner.
Northern District.

Subject: Basset Dalieh - Tulkarem.
D/Tul/31.

I have now been requested by the Director of Agriculture and Forests to reserve for his Department the above property in connection with the Tulkaren Agricultural School Scheme and in the event of your having no objection I shall be obliged if you will inform the District Officer, Tulkarem, that this property should not be let but should at once be handed over as requested.

A/DIRECTOR OF LANDS.

Copy to:-DIRECTOR OF AGRICULTURE AND FORESTS
District Officer, Tulkarem.

KLH.

D/Tul/31

February 4th,1926

District Officer,
Tulkarem.

Subject:- State Domains- Tulkarem D/Tul/31

The sum of £E.9 in respect of the above property for the year ending 15.10.25 is still in arrear.

2. I draw your attention to my letter of even number dated 5.11.25 in which I requested you to have this amount collected.

3. Kindly arrange to have this amount collected as soon as possible, and notify me when this is done showing the amount ~~collected~~ on your Monthly Revenue Return F.32A

A/DIRECTOR OF LANDS

AGA

D/Tul/31

November 5th,1925

District Officer,
Tulkarem.

Subject:- StateDomains-
Rents D/Tul/31

1. It is noted that the sum of £E.9.000 in respect of the above property for the year 1924-25, is still in arrear.

2. I shall be obliged if you will arrange to have this amount collected as soon as possible, and notify me when this is done, showing the amount collected on your Monthly Revenue Return F.32A.

3. Kindly note that tenants should not be allowed to get into arrear, and the terms of the agreement must be adhered to.

Sgd. H. C. BENNETT
DIRECTOR OF LANDS

AGA

D/Tul/3[illegible].

21st April, 1925.

District Officer,
Tulkarem.

Subject: Basset Dalia-
Tulkarem.
Reference: T. 200/1/26 of 3.3.25.

I am forwarding herewith a translation of the Sub-Inspectors of Lands report in regard to the above and in view of this I shall be obliged if you will take the necessary action and instruct the Public Prosecutor to take action against the persons encroaching on this land for trespass.

DIRECTOR OF LANDS.

MCB/L.Y.

Tulkarem,
Report,
No.
2

D.L.

Subject :- Bassat Dalia.

Reference:- Your D/Tul/31 of 5.3.25.

With reference to your above quoted letter I have, when I visited Tulkarem to investigate the case of Birket Ramadan, as directed reported to the District Officer with whom I inspected Bassat El Dalia and the following were concluded:-

1) Bassat El Dalia is situated on the Eastern part of Wadi El Hawarith attached to Tulkarem Sub-District. The said property is registered in the name of the Finance under No.2 of Kanun Awal, (December, 328. In the register the category of the land is put as Grazing area the survey of which is given as 210 dunoms and it has no plan.

2) Boundaries of Bassat Dalia as per Tapu Records:-
S:- Ard El Tayan, Fasil El Khandak situated on the west of the road leading to Khirbet El Sheikh Mohamed & the road.
N:- Ard 'Ateel, Fasil El Tarik to the west, Ard El Tayan & Ard Kakoun.
E:- Bassat Sidrat El Sheikh Saleh & Ard El Tayan.
W:- Ard El Tayan & El Khandak.

3) On complying the boundaries no trace whatever of the Khandak neither on the southern nor on the western boundaries could be found. We have at the end of an enquiry from the Mukhtars who are Said El Faris of Atteel Village and the elders El Haj Hamdan, Hassan bin el Abed El Jarab, Saleh Mahmud Doko, Masoud El Mahmud Doko, Mahmud Edris & Mahmud bin Hassan El Nadaf, found the exact boundaries and it has been brought to our notice as well that the cultivators of Tayan who is one of the neighbouring owners encroached the area referred to by 50 dunoms, on the S.W. to which they claim as being part of Tayan's land.

To this effect an application has been submitted by Abdalla El Samara and Partner Farid Samara the cultivators of Tayan's land on his behalf objecting the a/m information stating in their application that informants meant nothing but a revenge as there is an enemity between both parties, and asked for a second party and an impartial body to attend the inspection and report on the claimed land.

On checking the boundaries we found out that the encroached area is within the boundaries of Khirbet M Bassat Dalia half of which is marshy, it has been evidenced as well that the cultivated part has never been cultivated except this year by the encroachers the cultivators of Tayan's land.

D/Land/32
D/Land/30

4) Whereas I have, during the inspection, discovered two other different marshes then the one in question known by Ard Bassat El Sheikh Mahmud registered under No.1 dated Kanun Awal, 328 at an area of 1000 dunoms and the 2nd Ard Bassat Sidrat El Sheikh Saleh registered under No.3 dated Kanun Awal, 328 at an area of 180 dunoms and that these two areas are at the same time neighbouring to Tayan's land it is necessary, in order to protect same, to detail a surveyor to Tulkarem to arrange for a survey to be made.

For your information.

Both properties are C.K. property / Ya to forward / End 1 1928.

1/4/25

Yusef Thabet.
S.I. of L.

DEPT OF LANDS
File No .....
5. APR 1925
GOVERNMENT OF PALESTINE

سعادة مدير الأراضي بالقدس الشريف المحترم

قضاء يافه
نمره ٧
١٤/٤/٢٥ الموضوع – بركة رمضان وبصة الداليه

بجواب مكتوبكم نمره / د / طول / ٢١ / المؤرخ ١٥/٤/٢٥ الى الشرف اعرضه بانني ذهبت الى طول كرم وفتها ذهبنا مع حاكمها الى بصة بركة رمضان والى بصة الداليه وبعد الكشف عملت البور بخصوص بركة رمضان نمره ١ تاريخ ٢٠ مارت سنة ٢٥ ومربوط به ثلاثة صور واحد وعملت البور اخر بخصوص بصة الداليه نمره ٢ تاريخ ١٥ مارت ٢٥ والبورات المذكوره مع الثلاثة قطع واحد افهم لسعادتكم طيه وتقبلوا احترامي

لطفي ثابت
مفتش اراضي المنطقة الجنوبيه

قضاء طولكرم
ص الأوراق
٢

بموجب أمر مديرية الأراضي نمرة د/طول/٢١ المؤرخ
٩٤٥/٢/٥ قسمنا على
بصة الدلبة كما يأتي :

١ ان بصة الدلبة المذكورة واقعة في واد الحوارث الشرقي التابع لقضاء طولكرم والبصة المذكورة مقيدة بسجل الطابو باسم الخزينة المالية تحت نمرة (٢) بتاريخ كانون ٢٤٨ شرقي ومقيد نوعها (مرعى) ومقيد ما خارجها بالسجل المذكور (٢١٠) دونم ولكنه ليس موجودا لها خريطة .

٢ حدود البصة المذكورة بموجب قيود الطابو :
جنوبا ارض الشباله وفاصلها خندق من النقطة الجنوبية الواقعة على الفاصل الغربي الى النقطة الطريق الواصلة الى غربي الشيخ محمد والطريق المذكور .
شرقا بصة سعادات الشيخ صلاح وارض الشباله .
شمالا ارض عتيل وفاصلها الطريق العام والجهة الشرقية ارض الشباله وارض قاقون .
غربا ارض الشباله وحدها الخندق .

٣ حيث ان حدود ارض البصة المذكورة بموجب قيود الطابو اعلاه بالخندق الجنوبي والغربي وليس لها اثر واما ثبت لنا الحدود بافادة اهل الخبرة الواردة الى البصة المذكورة وهم مختار قرية عتيل سعيد الفارس والمختار قرية عتيل المذكورة الحاج عبده وعبد الله الجراب وصالح محمود وفهم ومسعود محمود وفهم ومحمد ادريس ومحمود بن حسن الشواف وثبت لنا ان الخواجه ميشيل شباله المجاور لارض البصة المذكورة وزراعه متجاوزة بعض قطع ارضه مقدار خمسة دونم تقريبا عن ارض البصة المذكورة من الجهة القبلية الغربية بدعوى انها ارض خواجه شباله المذكور .
وتقدم استدعاء من طرف مزارع الخواجه شباله عبد الله السواده وشفيق فريد سواده المزارع لبصة وكيل عن شباله المذكور الى حضرة الحاكم يعترضوا على المعترضة المذكورة بادعاء انه بيد خواجه شباله وبيد المعترضة خصوم ويطلبوا اخراجها من ضمن القطعة المقصوصة المذكورة عن حدود البصة المذكورة بموجب الحدود المقيدة بالطابو وبموجبها مقدارها خمسة وعشرون دونم تقريبا عن القطعة المقصوصة لم تزل ارضا بعض وغير محروثة ولم يسبق حرثها ولا تصرف بها احد وبقية القطعة المقصوصة محروثة من طرف نزاع الخواجه شباله في هذه السنة فقط ولم يسبق حرثها ايضا من طرف احد كما فهم ذلك ايضا من اهل الخبرة الذين اعلاه ومن افادة محمد بن يوسف الزيدانة مختار قرية قاقون المجاورة لها .

٤ وحيث انه موجود في واد الحوارث المذكور بصة ايضا تخص المكوم خلاف البصة المذكورة اعلاه المسماة (ارض بصة الشيخ محمد) ومقيدة بسجل الطابو تحت نمرة (١) بتاريخ كانون ٢٤٨ شرقي ومقيد ما خارجها (١٠٠٠) دونم والثانية اسمها (ارض بصة سعادات الشيخ صلاح) ومقيدة بسجل الطابو نمرة (٢) بتاريخ كانون ٢٤٨ شرقي ومقيد ما خارجها بسجل الطابو (١٨٠) دونم وهذه الاراضي القطعية مجاورة الى ارض الخواجه شباله المذكور ايضا .
فلاجل حصول القضاء الكامل بخصوص بصة الدلبة المجاورة عليها والمحافظة على البصة الارض المذكورة اعلاه وقطع التجاوز عليها من المجاورة بالنظر لعدم المحافظة على الارض المذكورة في الدورة السابقة اقترحنا صدور الامر بخصوص ارسال مساح دائرة الاراضي الى طولكرم لتعيين حدود ما خارج القطع الثلاثة المذكورة اعلاه وتعيين خرائط بخصوصها كي يصير تطبيقها على قيود الطابو المذكورة لذلك صار تنظيم وتقديم هذا الرابورتاج الى مديرية الاراضي المحترمة .

١٩٤٥

مفتش الاراضي

D/Tul/31

5th March,1925.

Yusef Eff.Thabet,
c/o Land Registry,
Jaffa.

---

When you proceed to Tulkarem to investigate the case of the Birket Ramadan you should report to the District Officer,Tulkarem, and proceed with him to decide the boundaries of Bassat El Dalia.

DIRECTOR OF LANDS.

Copy to
District Officer,Tulkarem.
Ref. his T/200/1/26 of 3.3.25.

KLH/DS

DEPARTMENT OF LANDS
File No. .....
5 MAR 1925
GOVERNMENT OF PALESTINE

No:-T200/1/26.

Governorate,
Tul Karem,
Sub - District .

3rd. March, 1925.

Director,
Department of Lands,
P.O.B.356 ,
J E R U S A L E M .

Subject:-State Domains No. D/Tul/31 Bassat El Dalia.

This Bassat has been leased to Abid Ahmad El Fattaisi from Attil for £E.18.000 m/ms .

He now complains that a part of it was ploughed by Michel Eff. Tayan who owns lands adjacent to it.

As Yousef Eff. Thebit is coming to investigate the case of Birkit Ramadan in the near future, May I ask you to instruct him to investigate and decide the boundries for Bassat El Dalia when he comes. The Land Registrar and myself will accompany him.

District Officer,
T U L K A R E M .

SD/FM.

Enclosures:-

No:-1000/1/52.

3rd. March, 1952.

The Director,
Department of Lands,
P.O.B.558,
J E R U S A L E M .

Sub-lease:-Plots Nos. 9/Jul/51 Ramat
El Bella.

This Bureau has been leased to Abid Omar El Fatlat from Atil for LE.18.000 m/ms .

No one complains that a part of it was planned by Michael Eff. Those who owns lands adjacent to it.

As Yousef Eff. Thebit is coming to investigate the case of Sirkis Romedan in the near future.May I ask you to instruct him to investigate and decide the boundries for Ramat El Bella when he comes. The land registrar and myself will accompany him.

District Officer,
J U D E A A N D S .

SD/FA.

Encl.:-

D/Tul/31.

two.

6th February 1925.

District Officer
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/31.
Reference:- Your T.200/1/26 dated
11.12.24.

I am returning herewith two copies in Arabic of agreement of lease duly signed by His Excellency the High Commissioner.

I shall be obliged if you will hand the stamped copy to the tenant for his retention.

The words " in the schedule and plan attached hereto and " should have been deleted in the preamble. This has been done by me.

DIRECTOR OF LANDS.

KLH.

D/Tul/31

LANDS DEPARTMENT
JERUSALEM
P.O.B.356,

January 2nd, 1925.

Registrar of Lands,
Nablus.

Subject:- State Domains - Tulkarem
D/Tul/31.

With further reference to para 3 of my letter No.D/Tul/26 dated 29.11.24, I shall be obliged if you will arrange for the survey of the above property, and forward the plan to this office for inclusion in my file.

DIRECTOR OF LANDS.

AGA

No:-T/200/1/26.

DEPARTMENT OF LAND
File No
13 DEC 1924
GOVERNMENT OF PALESTINE

Governorate,
Tul Karem,
Sub - District.

Director of Lands,
P.O.B.356.
J E R U S A L E M.

11th. December, 1924.

Subject:-Lease of State Domains Property D/Tul/31.

Enclosed please find agreement in quadruplicate in respect of above mentioned property passed for favour of signature by His Excellency the High Commissioner.

Corrected & entered sub-para "a more fully described on the plan & schedule" duly attested.

F/District Officer,
T U L K A R E M .

TJG/FM.

Increase LE. 13.500

Enclosures:-

STATE DOMAIN REFERENCE No. J/Tul/31

Land Form No. 3

# GOVERNMENT OF PALESTINE.

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this 28th day of October one thousand nine hundred and twenty four between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Abid ibn Ahmed Fatayisi of Attil - Tulkarem S/D. his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Basset El Dalia in the Wady Hawareth of in the Sub-District of Tulkarem and District of Northern District extending to an area of Two hundred and ten dunoms more or less and more fully described ~~in the schedule and plan attached hereto and~~ in the Tabu Register of Tulkarem Vol. 2 Page. 8 date December 325 for the period of one year from the fifteenth day of October 1924 to the fifteenth day of October 925 1925 (determinable nevertheless as hereinafter mentioned) at a rent of eighteen Egyptian Pounds (£18) payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of 12½%, a rent on one tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12½%, a yearly rent of Eighteen Egyptian pounds (£E. 18 —— m/ms.) by two instalments, one payment in advance on or before the 28th day of October 1924 ~~day of each of the months of~~ and the second instalment to be paid on 31st May 925 ~~in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of . 00000 .per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE 2/Dec/31

2338 — 2000 — F. P. 2/2/25.

13/12/31

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord Herbert Samuel HIGH COMMISSIONER.
in the presence of Legh. A. Clowes. Private Secretary

Signed by the Tenant
in the presence of

# حكومة فلسطين

## الاملاك الاميرية

### اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم الخامس والعشرين من شهر تشرين اول سنة الف وتسعمائة وثلاثين بين فخامة المندوب السامي بالنيابة عن حكومة فلسطين (المسمى فيما بعد الموجر) فريق اول وبين السيد احمد النظامي من قرية عتيل — قضاء طولكرم وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان على تأجير واستئجار قطعة من الارض المعروفة بـ بعض الاراضي من وادي الحوارث في ناحية طولكرم من قضاء الشمالي ومساحتها ثمانية عشر دونما بالتقريب والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمبينة في دفتر طابو طولكرم تاريخ ٢٥ المجلد ٢ وجه ٧ لمدة ست سنوات تبتدئ من اليوم الخامس عشر من شهر تشرين سنة ١٩٢٤ وتنتهي في اليوم الخامس عشر من شهر تشرين سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بايجار قدره ثمانية عشر ج.م يدفع وفقاً لما هو مبين ادناه

وقد تعهد المستأجر بموجب هذا

١) ان يدفع الايجار بموجب الكيفية المذكورة ادناه

٢) ~~ان يدفع علاوة على العشر ١/١٠ في المائة اجرة قدرها عشرا من محصولات الارض المذكورة بحسب قيمتها المثمنة ويجري هذا التخمين بنفس الكيفية التي يخمن فيها العشر المذكور ويدفع في نفس التاريخ وبنفس الكيفية ايضاً~~ او

"٢" ان يدفع علاوة على العشر ١/١٠ في حالة ايجاراً سنوياً قدره ثمانية عشر ج.م و — مليماً في السنة تدفع مقدما في او قبل اليوم الخامس عشر من شهر تشرين من كل سنة والخط الناقص تحت ٢١ سابعاً

"٣" ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها للموجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٤) ان يصون ويحفظ كافة المجاري والسواقي والاقنية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الملاريا

٥) ان يزرع الارض لقناعة الموجر وان يدفع للموجر ايجاراً اضافياً قدره ——— للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الايجار وان يدفع هذا الايجار في نفس الوقت الذي تستوفى فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموجر

٦) ان لا يوجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموجر خطياً

٧) ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

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٨) أن لايشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولا على موافقة الموجر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها الموجر او لا وان تتم وفقاً لمرضاته ولا يكون الموجر مسؤولا عن اي مصاريف يتحملها المستاجر فيما يتعلق بمثل هذه التصليحات او التعميرات كما وانه لا يكون مسؤولا عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة الموجر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار و فسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فللموجر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كانه لم يكن بشرط ان:

«١» لا يؤثر استلام العقار من قبل الموجر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار اوعدم مراعاته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

«٢» لايستلم الموجر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١١) وعند انتهاء اجل الايجار المذكور اوفسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص الموجر في حالة جيدة وقابلة التأجير لمستأجر جديد

١٢) ان يسمح للموجر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق الموجر على ان :—

«١» يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الملاريا وان يقدم جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى الموجر غير انه لا يحق للمستاجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة الموجر خطياً

«٢» يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تداخل غير شرعي من قبله.

شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم [illegible] من شهر [illegible] سنة ١٩٢٤

(sgd) Herbert Samuel
HIGH COMMISSIONER.
توقيع الموجر

(sgd) Ligh A. Clowes
Private Secretary
بحضور

توقيع المستأجر

بحضور

D/Tul/31 December 10th, 1924.

District Officer,
Tulkarem.

Subject:- State Domains-Tulkarem
D/Tul/31

I shall be obliged if you will forward the agreement to this office for His Excellency's signature.

Sgd. H. C. BENNETT

DIRECTOR OF LANDS

AGA

agreement herewith
HE's signature

D/tul/31.

21st November,1924.

District Officer,
Tulkarem.

Subject: State Domains-
D/Tul/31.
Reference: Your T.200/1/26
of 18.11.24.

The acceptance of the last bid of LE. 18 in respect of the above property is approved.

Kindly forward the agreement in due course for H.E.'s signature.

DIRECTOR OF LANDS.

MCB/LY.

No;-T/200/1/26.

D/Tul/31

Governorate,
Tul Karem.
Sub - District,
18th, November,1924.

Director of Lands,
P.O.B.,356,
Jerusalem.

Subject:- Lease of State Domain -
No.D/Tul/31.

Please note that the last bid for above property is £E.18.

This was accepted there being no higher bid.

Forwarded for approval.

for District Officer,
Tul Karem.

TJG/EL.
Enclosures;-

R/Cad/31

اخراج قيد طابو مديرية دائرة طابو طول كرم

| نمره فرمروكى | تاريخى | قريه سى | موقعى | نوعى | تحرير اعلان عدم فروكى | حدود | دونم | جهت تصرف | تحرير نقل اولنديغى فروكى | تحرير نقل اولنديغى تاريخى | تصرف | برى | تحرير اعلان قيمتى | ملاحظات |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ٢ | ٢٧٨ فوراى | وادى الحوارث الشرقى | ارضه بصة الدالية | جايير | ٦٢٨٧ | شرقًا بصة سدراله الشيخ صلاح وارضه النباته شمالًا ارضه عتبل رفاصله الطريقه العام والجهة الشرقيه ارضه النباته وارضه قاموه جنوبًا ارضه النباته وفاصله هنديه من النقطه الهنديه الواقعه على الفاصل الغربى الى نقطة الطريقه الموصله الى قرية الشيخ محمد والطريقه المذكوره غربًا ارضه النباته وحدها الهنديه. | ٢١٠ | ابكى بوز اوده دونمالك جايير قاصلك تامى سلطنت سنيه نك بشنجى اردوى همايونى نامنه مقتيه ايكمه لوا دنه قاقاز مامور لغتله ٢ قانونه ٢٧٦ تاريخ و٦٢ نومرولو تحرير اله عليه سيله ١٧ سرسه مالى ٢٧٩ تاريخ ويركو تذكره سى مربوط قضا مال مديركلنك ١٧١ نه تاريخ مذكره سى نامنه تصحيحًا سنده ويرلشدر. | ٢ | ٢٧٨ فوراى | تماما | ٢٠٠٠ | |

ويرلتقليه عثمانيه نك قريه جليله مالى ٢ نامنه

التأويل والاجار  ان كانت موجوده وحسب ما هو محرر ادناه

| ا | ب | ج | د | ه | و | ز | ح | ط |
|---|---|---|---|---|---|---|---|---|
| اسم صاحب | اسم | نمره | تاريخ | اسم وادرس المستأجر | الاجار | زيادة التأديه | سعادة الاول | زيادة سعادة الثاني |
| | | ٩٦٤ | ٩٦٤ | العبد احمد سرحه | ٢٥٠٠ | فلوزان | ٩٦١ | ٩٦٢ |

L.R. Book 31

الطابو

نمرة دائرة الاراضي | نمرة الدرسيم | نمرة الراجم | نمرة المالية | نمرة تاريخ القضا المتاخم | القرية او القصبة | مراد محلة او بمواد | اسم المالك | نوع الملك | المربع

٦٢٨٧

واد بالحدارث

مرعى

بصة الدالية

امراج قيد طابو سند دائرة طابو طول كرم ،

سلامة

الحـــــــــد

ذراع | دونم

٢١٠

غرباً سرات شيخ صلاح [illegible] عيل غربا الشاد

# GOVERNMENT OF PALESTINE

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this two day of November 192 between His Excellency the High Commissioner and twenty on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and ABID AHMED TATARI of Attil Village in the Sub-District of Tul Karem and District of Samaria his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the said Landlord agrees to let and the Tenant agrees to take all that area of land extending to an area of one hundred and ten dunoms more or less more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karem under reference No. 2 for the period of one year from the 3rd day of November 192 to the 30th day of September 192 (determinable nevertheless as hereinafter mentioned at a rent of £E.15.000m/ms. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay, in addition to the Tithe of 12½%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

OR ~~£E.15.000m/ms in addition to the tithe of 12½%,~~ a yearly rent of fifteen Egyptian pounds ~~£E.~~ ~~15.000m/ms~~ two ~~payments in advance on or before the first day of December 1922 and on the 1st day of May 1923~~ ~~in every year, the first of such payments being made on the execution hereof.~~ day of each of the months of

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.~~

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

buildings nor make alterations or additions to existing buildings on the said
the consent in writing of the Landlord is first obtained and any such structural
additions so made shall be in accordance with plans and designs first approved by
ord and completed to his satisfaction. The Landlord shall not be liable for any expen-
ncurred by the Tenant in respect of repairs and improvements nor shall he be liable for com-
sation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord (Sgd) Herbert Samuel

in the presence of (Sgd) R. Hamilton

Signed by the Tenant

in the presence of

STATE DOMAIN REFERENCE No. D/TUL/31

Land Form No. 3

# GOVERNMENT OF PALESTINE.

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this 13th day of December one thousand nine hundred and twenty three between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Salih Mahmoud of Attil his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of Pasture land known as Basset Dalia in the village of Wadi Hawarith in the Sub-District of Tul Karem and District of Samaria extending to an area of Two hundred and ten dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karem ~~Vol~~ Ref.NO.2 Page ~~xxxx~~ date December 1325 for the period of one year from the 13th day of December 1923 to the 30th day of September 1924 (determinable nevertheless as hereinafter mentioned) at a rent of L.E.4.500 payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tithe of xxxxx xxxxx on each month of the produce of xxxxx land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay ~~in addition to the tithe of xxxxx~~ a yearly rent of Four pounds eg. and Five hundred milliems. payments ~~xxxxxx~~ (£E. 4.500 m/ms.) by Two ~~xxxxx~~ on or before the 12/1/24 and 1/5/24 day of each of the months ~~xxxxxxxxxxxxxx~~ in every year, the first ~~xxxxxxxxxxxxx~~ of such payments being made on the ~~xxxxxx~~ hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To ~~xxxxxxxxxxxxx

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions The "asset is for grazing purposes only and it is forbidden to cut grass for any purposes whatsoever for making hay etc unless special permission in writing be allowed from the Land Lord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord (Sgd) Herbert Samuel High Commissioner
in the presence of (Sgd) A. Kirkbride.

Signed by the Tenant
in the presence of

Land Form No. 3.

# GOVERNMENT OF PALESTINE

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS

An Agreement made this 22nd. day of November one thousand nine hundred and twenty two between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and ABID AHMED FATAYSI of Attil Village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Basset il Baba Daba in the Sub-District of Tul Karem and District of Samaria extending to an area of two hundred and ten dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karem under reference No. 2 for the period of one year from the first day of November 192 3 to the 30th day of September 192 2 (determinable nevertheless as hereinafter mentioned at a rent of £E.15.000m/ms. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay, in addition to the Tithe of 12½% a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

OR 2. To pay ~~in addition to the tithe of 12½%~~ a yearly rent of (£E. 15.000m/ms fifteen Egyptian pounds ~~-------~~ m/ms.) by two ~~-----~~ payments ~~in advance on or before the~~ first day of December 1922 ~~-----~~ day of each of the months of a nd on the 1st day of May 1923 ~~-----~~ in every year, the first of ~~such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.~~

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord (Sgd) Herbert Samuel

in the presence of (Sgd) R Monkton

Signed by the Tenant

in the presence of

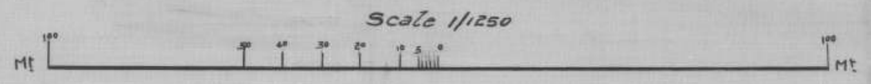
O.E.D.A. 1 P.T. E.E.F. | H. J. Z. 1 P.T. E.E.F. | H. J. Z. 1 P.T. E.E.F.

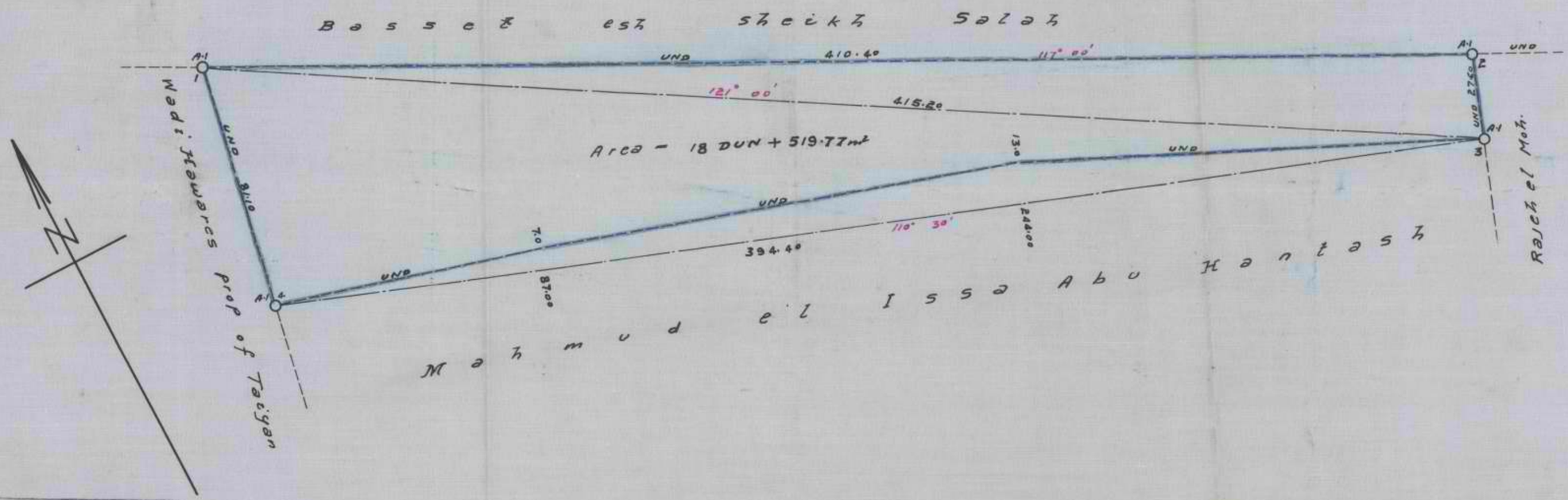
Map B'

DISTRICT Northern
SUB-DISTRICT Tul-Karm
VILLAGE Oaqun
LOCALITY
OWNER State Domain

SERIAL No 130T/29
FILE No
F.B No

Scale 1/1250




I certify that this is a true copy of the plan executed by me on ..... in the year ..... and that it correctly represents the position and boundaries of the said property at the aforesaid date as pointed out and claimed on the ground.

Date ..... Name .....

Place ..... LAND REGISTRY SURVEYOR

نشهد نحن الموقعين ختامنا وامضاءنا بذيله اداه له طرفي البيع بريئه الخاليه من كل حقيقه بدون تجاوز على حدود الغير

مختار — مجاور — مجاور — مجاور

# STATE DOMAINS.

State Domain No. Tul/30 Sub-District: Tulkarm

Village: Qaqun

Registration.

Deed. 3

Vol.

Folio.

Date. Dec. 1928

Plan.

No. Date.

Block Parcel

Prepared by

Scale Tracing or Print.

Signed by neighbours:

Area: Turkish Dunums. 180

Share.

Metric Dunums.

Name. Locality or Quarter: Category.

Basat ed Dalija & Sheikh Salah

Description Swamp -

Acquired by

Allotment Date

Present use Leased

Disputed Partly disputed -

Remarks.

N.B. If under negotiation for sale etc., say so.

Action required.

Action taken.

Date: Signature

Date: Signature.

Surveyors Observations.

DISTRICT Northern

SUB-DISTRICT Tel-Karm

VILLAGE Baqun

LOCALITY El-Bassa

OWNER Mahmud el Issa Abu Hantash

Map A.

SERIAL No

FILE No

F.B No

Scale 1/1250

Bosseiesh Sheikh Salah

Wadi Zawarez Prop. of Taiyan

Waste Land

Area = 48 DUN + 328.45 m²

Unmet Road

Rajez el Haj Mohammad

Wadi el Hawarith State Domain.

D/Tul/30 and D/Tul/31 are now in EinHahoresh andGiv'at Haiyim Block 8377 and 8376 and 8375 in which Settlement is completed.

The following is the position in regard to these Domains before and at settlement.

| | | | |
|---|---|---|---|
| (a)(i) D/Tul/30 - Basset esh Sheikh Saleh | Plan 44) in 1st jacket) | 219.958 | Std Dunum |
| | | 41.942 | |
| | | 13.655 | |
| | | 1.017 | |
| | | 2.520 | |
| | | 0.367 | |
| | | | 279.459 |
| (ii) D/Tul/31 - Basset Daliya | Plan Folio 13) | 233.655 | |
| | | 31.364 | |
| | | | 265.029 |
| Total in accordance with old plans - copies attached. | | | 544.488 |

(b) The following was found to be the correct area in accordance with the most recent survey before settlement.

| | | |
|---|---|---|
| (i) Plan serial No.TS.151-36 | Plot No.1. | 400.001 Std.Dun. |
| (ii) " " No.Sur.H.Q.49/36 L/453/36 | Plot No.2 | 132.665 |
| | | 532.666.Std.Dun. |

(c) At Land Settlement I have claimed as follows.

| Claim No. | Block | P.P.N. | Area. | | |
|---|---|---|---|---|---|
| 102 | 8375 | 1-5,15 17 & 18) | 190.675 | Giv'at Haiyim. | GP/5/58 |
| 103 | 8376 | 26,32 & 33 | 49.644 | " " | GP/5/58 |
| 104 | 8377 | 22 & 23) | 159.680 | Ein Ha-Horesh | GP/5/59 |
| (i) Total Plot No.1 | | | 399.999 D. | | |
| (ii) 105 Plot No.2. | 8377 | 24&30 | 134.614 D | Ein Ha -Horesh | GP/5/59. |
| Total claimed. | | | 534.613 | | |

Plot No.1 was claimed subject to exchange with the Kurdiyat in Ma'aborot, Block 8361 PPN.16, 17 and 18(Claim No.101) 247½ D. (Exclusive the scheduled road) and P.P.N.11 of block 8360 (Claim No.100) 8½ Dunums containing the spring. See GP/5/54

The exchenge was confirmed in case No.2/Wadi el Hawarith 399.999 Dunums were registered in the name of K.K.L. and 247½ Dunums approx. (Kurdiyat) were registered in name of Government and a small area round the spring which was not considered by the Settlement Officer as part of theexchange.

P.T.O

The position now therefore is as follows.

Registered in name of Government

| Block | P.P.N. | Area. | Village | Remarks. |
|---|---|---|---|---|
| 8377 | 24430 | 134.614 | Ein Hshoresh | Residue of D/Tul/31 after transfer of part of t together with D/Tul/3 to J.N.F. in exchange wh Kurdiyat. |
| 8361 | 16,17 & 18 | 247.500 | Ma'abaroth | Received from the J.N.F. in lieu of plot No.1 (ie 2 (c) (i)) in lieu of D/Tul/31 and part of D/Tul/30. |
| 8360 | Part of P.P.N.11 | ? | Ma'abaroth | Small site containi well awarded by S.O. as ling outside J.N.F. regis ration. |

In addition to these there is D/Tul/32 Basset esh Sheikh Muhammed - which is in Wadi Hsarith Arab lands, Blocks 8394,8395 and 8396 which have not yet been settled and for which no claim have as yet been lodged.

| Block | P.P.no. | Std.Dms. |
|---|---|---|
| 8394 | 1-52 | 510.815 |
| 8395 | 1-43 | 677.081 |
| 8396 | 1-46 | 855.696 |
| | Std.Dms | 2043.592 |

There seems to be some confusion as to the land hich was used by the Tulkarm Kadoorie School for hay growing which is in Basset Esh Sheikh Saleh and not Basset esh Sheikh Muhamm I do not know who is now in occupation of P.P.N.8377/24 3

Please see 1:10000 sketch Plan of Settlements in Wadi el in File GP/5/62

Gen. 1.

MINUTE SHEET No._____

14152 -50000 -SL. F.

18th November, 1930.

Mr. Doulhan,

To ... the writer

I will go into the question of the survey of the Forest Area when I return.

L 18/11.

M Faris

Sphl.

MD
19.11.30

Faris explained that map "D" should be read as map "B".

MD.

P.T.O.

D/Tul/30 - 1925

24
18th Nov.1930.

Registrar of Lands,
Tulkeram.
---

Subject:- Basset Sheikh
Salah.

Reference:- Your letter No.TLR/16
of the 26th of Nov.1929.

The appeal by Mahmud Easa Abu Hantash has been dismissed. The area marked "B" namely 18 dunums 519.77 sq. metres cannot yet be registered in the name of His Excellency the High Commissioner as the forest area to which it forms a part has not yet been surveyed for registration purposes. Further instructions on this point will be sent to you at a later date.

2. I enclose a blue print of the plan marked "A" showing the land belonging to Mahmud Easa Abu Hantash.

(Sgd) M. Deshon

DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

19 NOV 1930
9624

In your reply please quote
No. Ag. F/7/11/9

Telephone:—No. 1022, JERUSALEM.

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

17th November 1930

Subject L.R. No. 188 - Kakoun.

Ref. Your letter No. D/Tul/30-7916 of 12.11.30

Director of Lands,
Jerusalem.

---

Copy of the plan was sent separately.

G.J. Lus.
DEPUTY DIRECTOR.

JK.

D/Tul/3 -7916

12th Nov.1930.

Director,
Dept. of Agriculture.

Subject:- Forest Reserve
No.188 Aakoun.

Reference:- Your letter No.
F/7/11/9 of the 6th
of Nov.1930.

The copy of the plan referred to in your above quoted letter was not enclosed.

(Sgd) Cecil L. Norton.

DIRECTOR OF LANDS.

2/11

D Tul/30

GOVERNMENT OF PALESTINE.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

In your reply please quote
No. Ag/ F/7/11/9-1007

Telephone :—No. 1022, JERUSALEM.

9305

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

6th November, 1930.

Subject :- Forest Reserve No.188
Kakoun.

Reference :- Your D/Tul/30-7685 of
31st October, 1 9 3 0.

Director of Lands,
Jerusalem.

---

Copy of the plan of the above mentioned Forest Reserve is forwarded herewith. The original was made by the Surveyor of the Lands Department. Wooden pegs with which the boundary had been marked were replaced by the Forest Surveyor Mr. Yanai with iron marks, painted and numbered, at the time the Lands Department Surveyor made the survey.

---

not enclosed KCH.

V. J. Lunn.

DEPUTY DIRECTOR.

Encl:-1.

MS.

D/Tul/30 748

31st Oct. 1930.

Director,
Dept. of Agriculture.

Subject:- Forest Reserve No. 188 Kakoun.

I should be grateful if you would let me have a copy of the plan of the above mentioned Forest Reserve.

(Sgd) Cecil L. Norton

DIRECTOR OF LANDS.

The two maps designated by letters "A" & "B" respectively were handed this 9th day of October, 1930 by Mr. Dorsham to Musa Y. Alami who on the request of the Court handed them thereto.

A. S. Cheney

9/10/1930.

L.

(1) Inform R. Tulkeram of the result of case

(2) Insure correct record of State Dom. file

MD.
12.10.30.

Case No.6/29

IN THE SUPREME COURT SITTING AS A COURT OF APPEAL.

Before:- The Chief Justice, The S.P.J. and Juralla J.

IN THE CASE OF:-

Mahmoud Issa Abu Hantash — Appellant

v.

The Attorney General — Respondent

Appeal from the judgement of the Land Court of Nablus dated 27.1.1928.

ooooOoooo

For Appelant: In person

For Respondent: Government Advocate

GovernentsAdvocate - The remaining land is 48 Metric Dns.
= 1000 Sq.Metres (Old Dunam of 900 Metres)
= 53 Old Dunams
Appellant has 45 Dunams registered.

Appellant: I agreed to survey by Govt.Surveyor
Swamp near my land are registered as
80 Dunams.
In fact I had 1000 Dunams.
Between my land and swamp of Govt.
is a road.
A new road in its place was opened
byAgriculture Inspector.
In Kushan W.boundary is stated
instead of N.boundary.
Appeal dismissed with costs.

9.10.1930

(Sgd) Michael Mcdonnel
CHIEF JUSTICE

Case No.6/29

IN THE SUPREME COURT SITTING AS A COURT OF APPEAL.

Before:- The Chief Justice, The S.P.J. and Jaralla J.

IN THE CASE OF:-

Mahmoud Issa Abu Hantash — Appellant

v.

The Attorney General — Respondent

Appeal from the judgement of the Land Court of Nablus dated 27.1.1928.

ooooOoooo

For Appelant: In person

For Respondent: Government Advocate

Government Advocate - The remaining land is 48 Metric Dns.
= 1000 Sq.Metres (Old Dunam of 900 Metres)
= 53 Old Dunams
Appellant has 45 Dunams registered.

Appellant: I agreed to survey by Govt.Surveyor
Swamp near my land are registered as
80 Dunams.
In fact I had 1000 Dunams.
Between my land and swamp of Govt.
is a road.
A new road in its place was oppened
by Agriculture Inspector.
In Kushan W.boundary is stated
instead of N.boundary.
Appeal dismissed with costs.

9.10.1930

(Sgd) Michael Mcdonnel
CHIEF JUSTICE

Tel. Address: Legality, Jerusalem

In reply please quote No. GA./19/29/198.

710

GOVERNMENT OF PALESTINE
GOVERNMENT ADVOCATE
LAW COURTS, JERUSALEM.

19th January, 1930.

Director of Lands.

Subject :- Cases in Court - Land Appeal No.6/29.

Reference:- Your D/Tul/30 -329 of 14.1.30.

The appeal is not pending and there is little likelihood of its being restored at present. The case appeal was adjourned for a joint survey to be made at request of appellant.

for GOVERNMENT ADVOCATE.

D/Tul/30 - 329

14th January, 1930.

Government Advocate,
Jerusalem.

Subject : Cases in Court - Land Appeal No.6/29.

Reference: Your No.GA/19/29/198 of the 17th May, 1929.

In accordance with the order of the Court the land was surveyed and the boundary in dispute delineated on the plan.

2. I enclose copies of two plans marked A & B showing respectively :

(A) the area of 48.328 metric dunoms belonging to Mahmud El Issa Abu Hantash and;

(b) the area of 18.519 metric dunoms State Domain.

3. It will be noticed that the area left to the claimant is about 53 ordinary dunoms, whilst the areas mentioned in his kushan is only 45 dunoms. Since he has got a surplus of 8 dunoms his contention before the Court of Appeal that there has been left to him less land than in his kushan is baseless and the appeal should be dismissed.

(Sgd.) M. Doukhan,

DIRECTOR OF LANDS.

# ON HIS MAJESTY'S SERVICE.

Gen-1

MINUTE SHEET No. 1

216—50,000—S. O. P.

Mr. Doukhan.

The Appelant states that the area mentioned in his kushan is 46 dunums. The actual area left after the exclusion of the property claimed by Government, as fixed on the plan is 48.328 metric dunums; the area excluded as Government property is 18,519 metric dunums.

3rd December, 1929.

P.T.O.

TLR/16/25- 1192

Registrar of Lands,
Tul-Karem.
28th November, 1929.

Director of Lands,
Jerusalem.

Subject :- Basset Sheikh Salah,
D/Tul/30.

Reference :- Your letter No.D/Tul/30-
4324 of 17.6.929.

In compliancewith your instructionw, the appelant Mahmud Easa Abu Hntash was called on me at this office, and I have agreed with him to proceed on 13.7.29 to Wad El-Hawareth for carrying out a joint survey of the land left with him.

2. On the fixed date, I, together with the surveyor of this office, proceeded to the land in question where we met the appelant and his surveyor.

3. The applant refused to pay the fare asked for by his surveyor and accepted to have the land surveyed by the surveyor of this office.

4. Thus, the attached plan has been prepared by the surveyor of this office in presence of the Mukhtars who have signed it, certifying the correctness of its area and boundaries.

5. An other plan, showing the disputed part has also been made, and is attached herewith as requested, please.

IJ/AS.

REGISTRAR OF LANDS.

D/2nd/30

Translation

5.11.29

Folio No.

LAND REGISTRY OFFICE OF

L.R. 53.

# REGISTER OF DEEDS.

Extract No.

VOLUME No.

Town or Village Wad El Hawares (El Sharki)

Situation or Quarter Ard Barsat Horan, El Sheikh Salah

Petition No. of Year

13017—15000—O.P

| No. of Deed | Date of Registration | Class of Land | Description of Property | Boundaries | Area Don | Nature of Transaction | Name of Grantor | Name of Grantee | General ~~Shares~~ No | Consideration or value L.P. | mils | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | Kanun Awal 328 | | Pasturage | E:- Tel El Nourieh « the land of Kanun el Mimagibeh « to Tel el Nurieh to the S. site N: Main road « Safarieh land W: Boundaries of Barsat el Dakik S: Ard el Tobban « beside el Khandak « Kanun lands « Shuwaikel land. | 180 | The 180 Dunums that were registered on the name of the 5th Imperial battalion was transferred to the name of The Treasury. This transfer was effected in compliance with order of Mudir el Mal dated 17 Tishrin Tani 328 « Werko order of the same date « order of Mamour Daftar Kharami dated 20 Kanoun Awal 326 No 63 | | Treasury | 6287 | 4000 | | This property was transferred from an other Register No Date 3 Husuran 320 Daimi |

The above is a true copy of the Register and is given against payment of L.P. as per receipt No. of

Date Registrar of Lands.

STATEMENT OF APPEAL BY APPELLANT
MOHAMED ISSA ABU HANTASH

---

Appellant states that he owns a plot of land by virtue of Kushan No.20 Elul 1324(?) derived to him by way of sale from Salem Khoury.

He alleges to have been in possession up to 1926 when an Inspector of Agriculture seized a part of his land claiming it to be state land and interfered with his possession.

He brought an action on the 27th Kanun Awal 1928 but the judgment was given against him. He appeals on the following grounds:-

1. Possession.

2. That after deduction of the portion seized by the Government the remaining area will be less that 45 dunoms as stated in his kushan. He thinks therefore that the Court should have ordered to survey his land and see wether the land left to him will be 45 dunums as stated in his kushan or not.

3. Registration in his name.

4. The evidence was in his favour i.e. that he possessed the land since long ago and has therefore acquired it by right of prescription even if it was Government land.

---

STATEMENT OF APPEAL BY APPELLANT
MOHAMED ISSA ABU HANTASH

---

Appellant states that he owns a plot of land by virtue of Kushan No.20 Elul 1324(?) derived to him by way of sale from Salem Khoury.

He alleges to have been in possession up to 1926 when an Inspector of Agriculture seized a part of his land claiming it to be state land and interfered with his possession.

He brought an action on the 27th Kanun Awal 1928 but the judgment was given against him. He appeals on the following grounds:-

1. Possession.

2. That after deduction of the portion seized by the Government the remaining area will be less that 45 dunums as stated in his kushan. He thinks therefore that the Court should have ordered to survey his land and see wether the land left to him will be 45 dunums as stated in his kushan or not.

3. Registration in his name.

4. The evidence was in his favour i.e. that he possessed the land since long ago and has therefore acquired it right of prescription even if it was Government land.

---

Statement of appeal - by appellant Mohamed Issa Abu Hantash -

appellant states that he owns a plot of land by virtue of Kushan No. 20 Elul 1320 (?) denied to him by way of sale from Salim Khury.

He was alleged to be in possession up to 1926 when an Inspector of Agriculture and seized a part of his land claiming it to be State land and ~~[illegible]~~ interfered with his possession, and ~~[illegible]~~.

He brought an action in the 27 Kanun Awal 1928 but the judgement was given against him.

He appeals on the following grounds:

(1) Possession ~~with cultivation in his name~~.

(2) That after deduction of the portion seized by the Govt - the ~~area~~ remaining area will be less that 45 dunums as stated in his Kushan. He thinks therefore that the Court should have ordered to survey his land and see wether the land left to him will be 45 dunums as stated in his Kushan or not.

(3) Registration in his name.

4) The ~~for~~ the evidence was in his favour i.e that he possessed the land since long ago and has therefor acquired it ~~[illegible]~~ right of prescription even if it was Government land.

D/ Tul/30-4324-5

17th June, 1929

Registrar of Lands
Tulkeram.

Subject:- Bassat Sheikh Salah
Civil Appeal No.6/29
of Mohamad Issa Abou Khantash.
Vs.
Attorney General.

Pursuant to the Order of the Court, you are hereby instructed to arrange for a joint survey of the lands left with the appellant subsequent to the issue of the judgment of the Land Court, and alleged to be owned by Mohamad Issa Abou Khantash by virtue a kushan.

2. Please ask appellant to call on you at your office at an early date and arrange for a survey to be made by your surveyor together with a licened surveyor to be appointed by Abou Khantash.

The plan should not include the part under dispute and should be made on a separate sheet.

DIRECTOR OF LANDS

BF/HH

Copy to:- Advocate General
Law Courts
Jerusalem.

Land Appeal No 6/29

May 8 1929

In the Supreme Court sitting as a Court of Appeal
Before: The Senior British Judge Mr. Justice
Baker & Mr. Justice Tewfik

In the appeal of:-

Mohamed Issa Abu Hantish Appellant

vs.

The Attorney General Respondent

Appeal from the judgment of the
Land Court of Nablus dated 27/12/28

Applt. In person
For A.G. Sherwell S.A.

Applt. The judgment leaves me
less than 45 dunums. I have no
evidence to prove this I will
accept the Certificate of any
Surveyor appointed by the Government
or will appoint one

Court
adjourns for joint Survey
by appellant's Surveyor
& Government Surveyor. 8.5.29 OCK

# DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/30
2. Town or Village " 4. Map Reference No.
5. Name of Property Wadi Huwaris Parcel No. Block No.
6. Situation Basset Sheikh Saleh
7. Description Pasturage
8. Category of Land
9. Finance No. 6287
10. Land Registry Deed Vol Fol 3 Date Dec. 328.
11. Turkish Registration No. Date
12. Date of Survey
13. Area { Metric Donums sq. metres. / 180 Donums sq. metres. / sq. pics.
14. Boundaries :—

North :— Main road & Safarieh land

South :— Buildings & Kakoun Shwaibeh

East :— Tel el Nourich & Kakoul land

West :— Bassat Eddalieh.

15. Remarks :—

12875—5000—15/9/28.—L.J.S.

CA 19/

Reference No. L/~~770/60/~~29/198

OFFICE OF THE ~~REGISTRAR~~ Government advocate

LAW COURTS JERUSALEM.

17.5.29.

Director of Lands

Jerusalem.

---

I shall be much obliged if you will let me know as soon as possible the position in regard to :-

1. Civil Appeal No. 6/29
   A.G. Vs. Mohmd. Abu Mankosh

2. P.C. Leave No.8/28
   Mamour Awkaf, Jaffa
   Vs.
   Land Department and Others.

The former is a question of a joint Survey and the appeal stands adjourned sine-die. The latter, Mr. Fishman knows all about.

As soon as possible return to me please my revised copy of Pending Land suits.

A/G Stewart

GOVERNMENT ADVOCATE

G.A/29

DEPARTMENT OF LANDS
File No.
- 8 FEB. 1929
Serial No. 1379
DEPARTMENT OF YA...

Director of Lands

I enclose herewith Copy of a petition of appeal served on this Office for your perusal & information please

The petition of appeal is in respect of a Land Case at Tul Karm The Litigants are Mahmoud Abou Hantash Vs. Q. G.

7/2/29

Johny Hanania
Chief Clerk
Govt. Advocate

قائمة مفردات

| عدد | جنس |
| --- | --- |
| ٢ | استدعاء الاستئناف وصورة |
| ٢ | سند الكفالة وصورة |
| ٢ | لهذه القائمة وصورة |
| ٦ | |

محمود الهلسي ابو الهطل

قانونية

صحيفة ١

سعادة سيدي محكمة استئناف القدس العليا الموقر
بواسطة حضرة سيدي محكمة اريحا بداية المحترم

المستأنف محمود عبد اللطيف محمد قاسم وآخرون كما هو مبين بلائحة الاستئناف

المستأنف عليه سعادة النائب العام بصفته وكيلاً عن حكومة فلسطين

انني اصالة عن نفسي واصالة عن باقي المستأنفين المذكورين بلائحة الاستئناف اتشرف بان اتقدم الى سعادتكم بطيه بهذا الاستئناف الذي اطلب فيه نقض الحكم الصادر من حضرة صاحب السعادة عطوفة السيد طالب الدجاني رئيس محكمة بداية اريحا بتاريخ ٢٥/٤/٤٥ في الدعوى المدنية رقم ٢٥٤ والمتعلقة بالاعتراض على تسجيل قطعة الارض رقم ٢٥٤ حوض رقم ٢٥ قرية عناب باسم المدعو محمد اغا عبد الهادي المستأنف عليه وبالاستناد الى الاسباب التالية:

١ — اولاً: ان المحكمة المستأنف عليها قد اخطأت في تقدير البينات المقدمة من المستأنفين وفي تطبيق القانون على الوقائع الثابتة بالدعوى حيث انها لم تأخذ بعين الاعتبار ان المستأنفين قد اقاموا منذ سنين طويلة بوضع اليد الهادئة المستمرة العلنية على الارض المتنازع عليها وانهم قد غرسوا فيها اشجار الزيتون والتين والعنب وبنوا فيها بيوتاً للسكنى وحظائر للمواشي وحفروا فيها آباراً للماء وان هذه الاعمال تعتبر بينة قاطعة على وضع اليد المدعى به وان المستأنفين قد اكتسبوا بموجبها حق التملك بالتقادم المكسب وفقاً لاحكام المادة ٨٦ من قانون الاراضي العثماني وان المحكمة المستأنف عليها قد اخطأت في عدم الاعتداد بهذه البينات وفي عدم الحكم بموجبها لصالح المستأنفين.

٢ — ثانياً: ان المحكمة المستأنف عليها قد اخطأت في تقدير البينات المقدمة من المستأنفين وفي تطبيق القانون على الوقائع الثابتة بالدعوى حيث انها لم تأخذ بعين الاعتبار ان المستأنفين قد اقاموا منذ سنين طويلة بوضع اليد الهادئة المستمرة العلنية على الارض المتنازع عليها وانهم قد غرسوا فيها اشجار الزيتون والتين والعنب وبنوا فيها بيوتاً للسكنى وحظائر للمواشي وحفروا فيها آباراً للماء وان هذه الاعمال تعتبر بينة قاطعة على وضع اليد المدعى به وان المستأنفين قد اكتسبوا بموجبها حق التملك بالتقادم المكسب وفقاً لاحكام المادة ٨٦ من قانون الاراضي العثماني وان المحكمة المستأنف عليها قد اخطأت في عدم الاعتداد بهذه البينات وفي عدم الحكم بموجبها لصالح المستأنفين.

دعوى الكشف الذي اجابت عنه قبل الجلسة السابقة

٢ — ثانياً انه قطعة ارض الفتكة التي هي ملك عباره عن ٤٥ دونم فلواخ جبا الحصة الى اعضاء الحكم المقدره (١٢) دونم تقريباً بيضاء ٢٧ دونم فرغ بكونه تحصله الطرف والاجنبي بحق فقاه يجب على الحاكم ان تقرر اجراء ما عدا الارض المذكوره في سند الطابو فانه كانت بحق فقاه يجب على الحاكم ان تقرر اجراء ما عدا الارض المذكوره في سند الطابو فانه كانت ما حدى ٤٥ دونم فاكونه صادقاً بدعواه وانه فاقه يزيد عن ٤٥ دونم فلما اعارضه اعطار الزياده للحكم اذ اكونه داخل اليه على تلك الزياده وطلبه للفقوض فقدم اجراء المحاكمه فاقه بضياً لحقوقه

٣ — ثالثاً انني ادعي بموجب سند طابو حالياً مدة ثابتة التصنيع والتزوير وبحب العمل بما ورد بياحكام المادة ٢ من قانون التصرف بالاموال غير منقوله وانه للحاكم الاستناف العليا بمحكمة وازاله لعدم قبول اي بينة حدست الطابو

٤ — رابعاً انه شهود المدعي المقضوبالشهاده لصالحه ومعنى عدالة شهود المدعي بالحكم له ارض حدى مع وجود لهذه البينة، فالقاضي احكام المواد ٧٨ من قانون الاراضي والطرق انه لهذه الارض المدعى بها كانت ملك الحكم وضبطي فظالما تحصله من دعوى واقه تصرفي بالمدة القانونية فقاه يجب ان يحكم له بها وفقاً للمواد المذكوره

٥ — خامساً فضلاً عن عدم وجود اي حجه لسوغ تكليف المدعي عليه باحضار شهوده للشهاده رفع الدعوى فاقول انه شهود المدعي عليه اجانب وعادل طوفانه شهد امور قريبة الارض حدياً فضلاً عن المناقضات الوارده باقوالهم فيما يخص تعيين الحدود وانها صرحوا انه لا فرق بين الارض المدعى بها وارض الفتح لانه تراب الجهتين بساب

١٦١٥٩٢

بحمد الله المحمود بعين ابو شنب مدعي قانونه نابلس بوكيلهم يوسف اسماعيل الصاد مدعى عليه
رد ودعواه المقامه على المحكوم له بالدرجة الاولى طلب عدم معارضة المحكوم له لدينا حيث واضع الامضاء
بذيله سليم بكر حاكم التاجر بنابلس وقدمت كفالتي المالية على غوائل الاستئناف ضامنا للمستأنف
عليه كل عطل وضرر وتصاريف ومصاريف تنتج من جراء هذه الاستئناف فجاء لوفهد المستأنف غير محمد
باستئناف بالغا ما بلغ واتصل بنا ذلك حرر سنة هذه السند على نفس مصدره مدعي كاتب عدل نابلس
تحرر ٩/ ١٠ سنة ٤٨

سليم بكر حاكم

نشهد بالله سليم افندي بكر حاكم التاجر المعروف لدينا مقدم على اداء كل ما يؤول من غوائل الاستئناف
مع كل عطل وضرر ٩/ ١٠ كاتبه ٤٨

عبد الرحيم

شهود ومصدقين

محمد طه حاكم

عبد الرؤوف زيد

لنمرة ١٠٩٧

احضر افندي الكفيل السيد سليم بكر حاكم التاجر بنابلس الذي فهم مدلول غرة تجاه نابلس المحرر اعلاه
مقدم على ابداء قبله هذه الكفالة وبعد ان اعترف بجميع ما جاء بهذا السند وكرر ما تم واعترف بامضاء
منه طوعا بحضوره وحضور الشهود والمصدقين الموقعين اعلاه تحرر ١٠/ ١٠ سنة ٤٨

كاتبه عدل نابلس
د. قبانى

LRN/20/2.

Land Registry Office,
N A B L U S .

DEPARTMENT OF LANDS
File № .....
1929
Serial № 136
PALESTINE

2.1.1929.

Director of Lands,
Jerusalem.

---

Subject:- Case No.26/27
Land Court - Samaria.
Reference:- R.of Tulkarem request.

I beg herewith to forward to you a copy of the proceeding and the decision obtained from the Land Court which took place on the 27.12.28 one copy in Arabic and one in English .

The decision was given in favour of the government .

For your information and retention, Please .

REGISTRAR OF LANDS.

OSR.

Copy to:-

R.of Tulkarem.

Record in Jar. Vol. 2
MD.

P.A.

File No.27.12.1928.

~~Hand-Hog~~

Pltf.in person.

L.R.for Govt.

D.F. Mohd.Ragheb . Agricultural Inspector .

Knew Basset Sheikh Salah E.Kakun S.Shwekeh & Kakun lands of Tayan N.Baset Dalich & Road W. Tayan .

All four boundaries planted with eucaliptus in 1925 - 1926.

Marshy land different from cultivable land black soil while soil of cultivable land is lighter in colour .

The Marshy land produces grasses of various kinds.

1. First visited the land in 1921 - not cultivated there was grass where trees are now .

Plot in dispute was originaly - made but was cultivated by pltf. & some ones else in 1925 - 1926 .

I Visited the land presently between 1921 - & 1925 .

no cultivation between 1921 & 1925 .

Part cultivated in 1925 was marsh land about 300 - 400 mts. from E.to W.and about 25 mts.from N.to S.and E.and about 15 mts.from N.to S.and W.

XX. None

To Court

There was definite line of cultivation alone S.of marshy .

The plots in dispute is a visible cite into the marshy.

D.W.2. Adel Tukan Agricultural Inspector - Tulkarem

Know Basset Sheikh Salah - N.Ard Wad Hawareth & Ard Kakun between which is a road S.Ard Shweikeh Ard Kakun, Ard Wad El-Hawareth - E.Basset Kakun . W.Ard Wad Hawareth . The Road between Ard Wad Hawareth & Ard Kakun runs N.W.& S.E.Eucaliptus & boundaries of Bassah . No cultivable land in Marshy- know it since 1925 .

In that year I took possession from Inspector of Lands - no cultivation there on plot now in dispute .

It was tilled by Pltf.at end of 1924.

To Court

1 First saw the land in winter of 1925 about January plot in dispute then planted with wheat .

XX. Nil.

D.W.3 Levi Ishak Mordukhy Farmer Khudeira .

Know Basset Sheikh Salah - N.Road from Kakun to Khudeira S.Ard Kakun & Ard Tayan E.Basset Kakun W.Basset Dalieh . Eucalyptus planted on boundaries now - all land within them is marshy .

I took the land in 1924 to cut hay - knew it from passing & for 8 - 10 years verious to that .

XX. I examined soil of part in dispute - Black-resembling soil of cultivated land outside marshy .

Plot in dispute was tilled in 1925 only - I cut grass on that plot in 1924 - never saw tllage there previously.

Can't say if there was tillage there in Turkish times .

1 planted the trees in 1926 - shown where to plant by D.W. 1 & 2.

D.W.4. Nassar El-Asaad - Attil.50

Live near Basset Sheikh Salah - on S.Lands of Tayan & Shweikeh know it for 3 - 5 years .

D.W.5. Marshyd Eisa El-Cheish - Khirbet Manshieh - 35.

Knew Basseh 10-15 yearsworked at planting trees- only knew them where boundary was .

XX None.

D.W.6. Mohd.Najib Saleh Faleh. Khirbet Manshieh . 19.

Ahmed Mukhel took grazing of swamps in 1923 - What is now enclosed by eucalyptus - took it from Govt.

XX Don't knew of any road on S.of land in dispute .

D.W.7. Abed Ahmed Fatayess. Kirbet Manshieh - 65.

Knew place since the occupation - trees on old boundaries.

D.W.8. Saleh Odeh Mohd.Salah Kakoun.

live in Dalieh Attil near Basset Sheikh Salah S.Pltf.'s lands, Shweikeh lands, Tayan's lands.

Took the land about 5 years ago it was burned that year - after I had cut the grass .

XX. I cut grass of plot in dispute .

I took the land from the Govt.

The plaintiff was registered on the 20.9.1324 No.26 as the owners of 8 Kirats of Ard El-Fatha in the lands of Kakun boundaries E.Water cause W.Road N.Heirs of Abdul-Rahim .S.Iktan El-Tayan adjoining this land an tree N.is a marshy known as Bassah Sheikh Salah the property of the Government .

In 1926 the Department of Agricultural planted a belt of eucalyptus treesround the boundaries of Bassah Sheikh Salah - The plaintiff alleges - that the Government have in so doing appropriated portions of his land on the N.in

extent about 800 mts.from E.to N.and from 15 to 25 mts. from N.to S.upon the evidence we are satisfied that the plaintiff has encroached upon the lands of the Government to the extent of the plot in dispute by cultivating the same and that such encroachment has ~~been~~ been within comparatively recent years . We are ,therefore, of opinion that the plaintiff has failed to prove that the plot in dispute forms part of the lands registred in his name and we dimiss his claim with costs subsecuent subject to appeal .

Webb.

TLR.16/25.- 962

Registar of Lands,
Tulkarem.
21st,December,1928.

Director of Lands,
Jerusalem.

Subject:-Case of Mahmud Eissa Abu Antash
V.Government.
Reference:-Your D/Tul/30 & 31-10214 dated 16/12/28.

On the 17th,inst. a petition was made by me to the president of Land Court,Samaria,stating the impossibility of payment,before hearing the case,of the expenses fixed by th court to the witnesses of the Government,and asking for an immediate order for issueing the summons to the witnesses.

2. Fearing that my request will not be approved by the Court,on the very same date,an other letter was forwarded to the Inspector of Police,Tulkarem,asking him to arrange for the summon of the said witnesses to the Land Court,which will sit down at Nablus for hearing the case on 27th,Inst.

3. I have just received the attached letter from the president of District Court,Samaria,which I beg to submit herewith together with copies of the letters referred to in para 1 and 2 above for your information,please.

Registrar of Lands.

NL/3/936. Copy. TH DISTRICT COURT
NABLUS.
20th December 1928.

Registrar of Lands
Tulkarem

Subject:-Mahmoud Fissa Abu Hantash
V.Government.

I have received your letter of 17.12.1928 No.16/25/955.

2. The suggestion therein contained is that at or after the hearing the court should issue to the witnesses warrants for the payment of their expenses. The result would be(1)that the witnesses would have to wait a considerable time for payment:(2)that they would have to make a journey to Tulkarem in oreder to get the money.

3. I do not agree tat a witness called by the Government should be placed in a worse position than other witnesses. Your Department has had ample time to lodge in court the sum of LP.2.500,and until this has been done the summonses cannot be issued.

Signed President
District Court
Samaria.

دائرة الأراضي
طولكرم
٢٧/٤/١٩٦٨

سعادة رئيس محكمة الأراضي العسكرية
بواسطة حضرة حاكم صلح طولكرم المحترم

تحية طيبة وبعد،

أتشرف بالإشارة إلى كتابكم المرقم ٩٥٥/١٩٦٨ تاريخ ٢٦/٤/١٩٦٨ وحضرة رئيس قلم محكمة الأراضي العسكرية، وحضرة رئيس قلم محكمة صلح طولكرم المحترم

عقارات البقر، تحصيل الضريبة، مناطق فلسطين لغاية صلح العوجا، مديرية المعارف والرشد والتربية في صلح طولكرم

وعليه فقد تبين بمراجعة السجلات وحسب ما هو مدون في دفاتر الأراضي المتعلقة بالدعوى المقامة من حضرة السيد أبو حطب ضد حضرة السيد طولكرم بخصوص قطعة أرض صلاح الدين والكائنة في بلدة عتيل والتي تشكل جزءاً من القطعة رقم ٢٣ حوض ٨ والتي تبلغ مساحتها ٢٠ دونماً، أن القطعة المذكورة هي ملك للمدعى عليه السيد أبو حطب وليست ملكاً للمدعي السيد طولكرم.

وعليه أرجو الإحاطة بما ورد أعلاه.

وتفضلوا بقبول فائق الاحترام

مأمور الأراضي

رقم
١٩٥٥/٦ - ٩٥٤

حضرة صاحب العزة المحترم

لقد أقيمت دعوى أرض سدس كروس أبو حطب على المدعى عليه الحاج صلاح الوحش في قضاء دير وقد صار تسجيل هذه الدعوى صالحا للمرافعة في قضاء الأسبوع ويرشد عنها ومحدد لها وعليه فنطلب من عزتكم التكرم بأمر تبليغ المدعى عليه بالحضور أمام محكمة أرض الناس المستأنفة المنعقدة في يوم الخميس الواقع في ١٧ شهر أول سنة ١٩٦٨ الساعة صباحا لذلك أرجو كم أمر من يلزم بتبليغ المدعى عليه بالحضور أمام محكمة أرض الناس المنعقدة في يوم الخميس الواقع في ١٧ شهر أول سنة ١٩٦٨ الساعة صباحا

١٩٦٨/١٠/١٦

مدعي أرض طرنبة

امضا استئناف ٩٥٩/٢٢/٥٥

٢

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM

D/Tul/30 & 31 -1014

16th December, 1928.

Registrar of Lands,
Tulkarem.

Subject : Case of Basset Sheikh Salah.

Reference: Your letter No.TLR/16/25 of the 9th December, 1928.

Mr. Doukhan is not available on the date mentioned in your letter and you should make arrangements to be present yourselves in Court and if you think it is necessary, ask for the assistance of the Local Public Prosecutor. The Public Prosecutors have been instructed by the Attorney General in a letter AG.33 of 24.2.27 (copy of which is enclosed) that they shall appear for the Government in Land Cases when called upon.

2. With regard to the witnesses, I am drawing your attention to the Rules of Court issued by the Chief Justice in 1927 (Official Gazette ~~Extraordinary~~ of 1.11.27) which are to the effect that in any civil proceedings to which Government is a party the Court may direct that an allowance shall be paid to a witness at a rate specified in the Rules. In order to expedite matters you may, therefore, call the witnesses through the Police. The witnesses should submit to the President of the Court within seven days of the hearing of the case an application for allowance which will be paid on the certificate of the President.

The enclosures of your letter under reference are returned herewith.

(Sgd.) M. Doukhan.

DIRECTOR OF LANDS.

TLR/16/25

Registrar of Lands,
Tul-Karem.
9-12-1928.

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Director of Lands,
Jerusalem.

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Subject :- Case of Basset Sheikh Salah.
Reference :- Your's D/TUL/30-6837 of 27-8-1928.

Attached summon has been served on me by the Land Court, Samaria, from which it appears that the Court will sit down at Nablus on 27-12-28 for hearing the above mentioned case.

2. I gather from the attached letter of the Chief Clerk of Nablus Land Court that no summons will be served on our witnesses unless their travelling and transport allowances, indicated in the said letter are actually paid to them by the defendant.

3. Two summons have been served by the Court on the Agricultural Inspector, Ragheb Bey, and Agricultural Assistant, Haider Bey Toukan's son Adel, to appear in the Court on the fixed date.

4. I can arrange tocall our witnesses to the Court through the Police, but I am afraid that they will not be able to appear in the Court, on the fixed date, without receiving their travelling and transport allowances.

5. I shall be much obliged if you would kindly peruse the attached letter and instruct.

6. Would you kindly inform me also as to whether you will be able to be present at Nablus to attend the case on the date fixed.

IJ/MAG

REGISTRAR OF LANDS.

DEC 1928

DLW/Je/28

Registrar of Lands,
Tel-Aviv.
3-12-1928.

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Director of Lands,
Jerusalem.

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Subject :- Case of Yusef Sheikh Salah.

Reference :- Your's D/TUL/30-8887 of 27-8-1928.

Attached summon has been served on me by the Land Court, Samaria, from which it appears that the Court will sit down at Nablus on 27-12-28 for hearing the above mentioned case.

2. I gather from the attached letter of the Chief Clerk of Nablus Land Court that no summons will be served on our witnesses unless their travelling and transport allowances, indicated in the said letter are actually paid to them by the defendant.

3. Two summons have been served by the Court on the Agricultural Inspector, Beghed Bey, and Agricultural Assistant, Haider Bey Touman's son Adel, to appear in the Court on the fixed date.

4. I can arrange to call our witnesses to the Court through the police, but I am afraid that they will not be able to appear in the Court, on the fixed date, without receiving their travelling and transport allowances.

5. I shall be much obliged if you would kindly peruse the attached letter and instruct.

6. Would you kindly inform me also as to whether you will be able to be present at Nablus to attend the case on the date fixed.

DLW/AG

REGISTRAR OF LANDS.

Forest Reserve
Official Gazette No.202
Dated 1st January, 1928

# S C H E D U L E

NORTHERN DISTRICT.

--oOo--

D/Tul/30 & 31

| Serial No. | Name of Reserve | Situation | Boundaries | Approx. area in dunoms | Description. |
|---|---|---|---|---|---|
| 188 | Kakoun | Within the Village boundaries of Kakoun Village, Tulkarem Sub-District | Descr: The boundaries are shewn on a single map marked "Kakoun Forest Reserve" lodged at the office of the Inspector of Agriculture and Forests, Haifa, and are demarcated by iron pegs on which English numbers have been painted. In the following description these iron pegs are in all cases referred to as Survey Points.<br>North: Starting from Survey Point No.1 south of the Tel El-Nurieh the boundary proceeds westwards and northwards along the cultivated lands of Kakoun Village through Survey Points Nos.2,3,4,5,6,7 and 8 as far as Survey Point No.9; thence it proceeds northwards through Survey Points Nos.11,12,13 as far as Survey Point No.14; thence it proceeds westwards along the pasture lands of Athil Village as far as Survey Point No.15.<br>West: Starting from Survey Point No.15 the boundary proceeds southwards along the cultivated lands of Wadi El Hawaris through Survey Point No.16 as far as Survey Point No.17.<br>South: Starting from Survey Point No.17 the boundary proceeds estwards along the cultivated lands of Wadi El Hawaris, Kakoun and Shuweika through Survey Points Nos. 18, 19.20.21.22.23.24.25.26 27 & 28 as far as Survey Point No.20.<br>East : The boundary proceeds from Survey Point No.29 northwards as far as Survey Point No.1. | 493 dunoms 949½ pics | Pasturage comprising the Bassa El Dalieh and the Bassa Sheikh Seleh, surrounded by a belt of Eucalyptus trees. Containing no land at present cultivated. State Domain registered under State Domain Reference Nos.D/Tul/30 and No. D/Tul/31. |

TLR/16/25 - 614 -

Registrar of Lands,
Tul-Karem,
1st September 1928.

Director of Lands,
Jerusalem.

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Subject :- Basset Shiekh Salah
D/TUL/30.

Reference :- Your's D/TUL/30 of 27/8/28.

In the petition made by me on the 17th November 1927, to the President of Land Court, Samaria, I stated the names of my witnesses, and requested that they be summoned by the Court.

2. However a second petition, dated 28-8-28, has been made by me to the President of the Land Court, Samaria, begging him that the neceesary summon be served on the witnesses to appear in the Court on the date to be fixed for hearing the case.

IJ/MAG

REGISTRAR OF LANDS.

D/Tul/30. - 6837

22nd August 1928

Registrar of Lands,
Tulkarem

Subject:- Basset Sheikh Salah.
D/Tul/30.
Reference:- Your letter No.TLR/16/25
of 2nd July 1928.

I presume that you have taken the necessary steps to ensure that the Court have called your witnesses or will do so when necessary.

2. If the Court is not willing to call the witnesses for you, you should take steps to ensure that they are available when required.

(sgd) M. Doukhan

ACTING DIRECTOR OF LANDS

W Hall
11/8
W Dowlton

You asked for this copy of
evidence. I presume that no
action is now required until the
date of the resumption of the case
is fixed. — Could, has anything
to be done with regard to the calling of
our witnesses?

11.8

In Court/

Plaintiff(Mahd.Esa Abu Hantash) and Defendant are present.

Report of Inspection was read.

Plaintiff: My Witnesses are at hand and ready.

Witness-Mahd.Ali Assaf of Kakoun Village-on oath said:

The land in dispute known as Ard El-Fakha belongs to Mahd.Esa. It is bounded:

N- Bussa and Road which still exists.
W- Wadi el-Hawareth which belongs to Micheal El-Tayyan.
S- Wadi El-Seil.
E- Abdul Rahman of Shweikeh.

The Govt.planted the said land with Eucalyptus trees. The Plaintiff used to cultivate the abovementioned. every year except some years when heavy rain used to fall. I have planted it myself 8 years ago on his own account,for I was employed by him as a Ploughman,and at that time I have cultivated that same part,nowadays,planted with Eucalyptus trees. Some years we used to cultivate the whole land,up to the road(Northern)but some other years we used to omit 10 or 15 paces.When I used to cultivate it I usually omitted 15 paces without ploughing,as the oxen were not able to go through in view of the mud and lots of water.The above mentioned road leads to Sheikh Mohamad and to Abu Zabura.

I have,always,been passing through the Bussa. I do not know the Boundaries of the Bussa,but I do know those of Ard El-Fakha because I used to plough it.

Witness-Ibrahim El-Misleh of Kakoun on oath said:

I know that Ard El-Fakha belongs to Mahd.Esa.It is bounded on the North by the Bussa and by aroad. Eucalyptus trees have been planted in the norhtern part of the land of the Plaintiff. I have seen that Mahd.Esa and his fathers before him have always cultivated this plot of land. Last year it was pl planted with barley and the year before last the Eucalyptus trees have been planted. Usually it has been cultivated up to the road but some other years when rain falls heavily, two or three meters are omitted.

On Application of Deft.he was questioned,-Answered:

I have no land in that vicinity,but every year I pass from there to Wad el-Hawareth which I cultivate.On passing I usually see Mahd.Esa and have seen his fathers and forefathers ploughing and cultivating that plot.The Bussa is bounded:

S. Road
E. Tal El-Nourieh and Birkeh(pond)
,W. Dayyet El-Jirab.

N. El-Ramel.

Witness-Mohd.Yusef Zeid Alla of Kakoun on oath said:

I am the Mukhtar of Kakoun Village.I have always known that Ard El-Fakha is a property of the Plaintiff. It is bounded;on the North by the Bussa of the Govt.

There has been a Road between the land in dispute and the Bussa,but lately it disappeared. I know not when did that road disappeared but traces are still found.The trees that have been planted are opposite to the road.They were planted in the winter of last year,and in that same year Mahd. Esa ploughed and cultivated the land also for it has not been cultivated 3 or 4 years before. In those years when heavy rain used to fall the owner used to leave the land without cultivation for the said land is adjacent to the Buss(Swamp) and the water used to flow over it rendering its ploughing almost impossible. But when rain does not fall so heavily he usually cultivates it. I own a plot of land adjacent to this land in dispute,and so I pass very oftenover this land which falls to the North South of the land of the Plaintiff,opposite to the Wad.My land is far from the Buss and therefore I plant it every year.

PL.on Application: Before the Govt.got in possession of this plot of land It has not been cultivated for about 3 or 4 years only.

Witness (asked) answered: The same year the Govt. got in possession of this land Mahd.Esa ploughed it.The Director of Agriculture and Forests appointed a Committee to demarcate the Bussa .The Committee found out that the land has actually been ploughed previously,and the colour of the soilof that part planted with Eucalyptus is distinctly diferent from the rest of the land.Accordingly the said Officer said that it belongs to the Bussa. That part in dispute has not been cultivated that same year,but the plaintiff planted the rest of the land with corn.

I know the land of Awlad Abdul Rahim .

The Witness was told: It is mentioned in the Sened Tabu that the land of Awlad Abul Rahim falls to the North.

Witness: Wrong. The land of Awlad Abdul Rahim falls to the East of Ard El-Fakha,and to the west thereof is Wad el-Hawarehth and the Road.

Wtness- Mtstafa El-Hafi of Kakoun on oath said:

I have always known that Ard El-Fakha belongs to Mahd.Esa. It is bounded

W. Wad El-Tayyan.
E. Dar Abdul Rahim.
S. Wad.
N. Bussa and Road.

I have got no land in that neighbourhood but usually pass over to pasture the cows.It was 7 or 8 years before the harvest machines were known that the Plaintiff hired me to reap with him the wheat planted in the mentioned land. 13 years ago I have reaped the wheat in that land. In the Course of the last 3 years I have gone with the Mukhtars to effect the the demarcation of the boundaries of this land for the year before El-Tayyan began demarcating his.

Witness-Questioned: The year before last some Officers accompanied the Mukhtars and went to differentiate between the boundaries of the Bussa and those of the TaYYand land.

Witness(questioned on Appl.of Pl.'s Attorney:

I am 65 years old.I have been in the army and came back in the year 308. I have also served in the last World War a period of 4 years.The Occupation took place 10 years ago.

Deft.to Witness: According to what you have said it is evident that 13 years ago you have been in the army.

Witness: I have taken a leave during my service and have come.

Defendant: I have not called my Witnesses for I have asked the Court to call upon them.
They were present in the first sitting and in the sitting of the 24th.January,1928,but were absent in the sitting of the 24th.April,1928.
I shall submit an application to the Court to call upon them.

Case adjourned Sine Die. Delivered in presence on 20.6.28

President
( Sgd) Webb.

Judge

(Sgd) Izzat.

Translation
11/8/28

LRN/5/2.

DEPARTMENT OF LANDS
File No
12 JUN 1928
GOVERNMENT OF PALESTINE

Land Registry Office,
N A B L U S .

Director of Lands,
Jerusalem.

5704

11.7.1928.

Subject:-Basset Sheikh Salah
D/Tulk/30.
Reference:-Your letter No.D/Tul/30 of
6.7.28.

The copies mentioned in your above quoted letter have been obtained from the Land Court Case No.26 and herewith are forwarded to you as requested , Please .

REGISTRAR OF LANDS.

OSR.

147

سئل المدعي احمد اجاب . انه بادل العلم بالمعاينة مع المحكمة حضر التقرير على حدود البلد
بداية الشياده .

بطلب ديل المدعي سئل المدعي احمد : اجاب انا عمري ٦٥ سنة وكنت ذهبت للعسكرية وخلصت
من العسكرية ٤٠٨ كنت ذهبت للعسكرية باطلب الأخير قعدت مدة اربعة شهور.
الأول خلال صار له عشرة شهور .

المدعى عليه سئل احمد على هذا الكلام كنت سنة ١٢ سنة في العسكرية

ان احمد قال كنت خلصت العسكرية باطلبه .

المدعى عليه قال انا ما خلصت شهوري لأني كنت طلبتهم المحكمة جبلهم لأنهم خلصوا اول
وحضر الينا بجلسة يوم ٤٢ شهر ٨ سنة ٩٤٨ اصبحت ٤٢ سنة ٩٤٨ لم يحضروا
وانا ما قدم طلبا للمحكمة لأجل طلب الشهود اصبحت الطلب لأجل غيرهم حتى
وانا ما قدم طلبا للمحكمة لأجل طلب الشهود ، اصبحت الطلب لأجل غيرهم حتى
وعند تعيين اليوم الطلب بعد تبليغ الطرفين ، الشهود المدعي عليه وختم عندنا ٨/٦/٤٠

حاضر

غائب ٩٤٨/٧/٨٠ صدر وتلي وعلم طلبه الأصل

قاضي

كاتب

بتاريخ ١٠/٦/١٩٤٨ فتحت الجلسة برئاسة المحكمة وذلك .

المدعي محمود عيسى ابو فلاسة والمدعى عليه

تليت ورقة الكشف عنها

المدعي قال احضرت شهودي

المحكمة محمود علي عساف شهد بقوله وبعد القسم القانوني اشهد انه الارض المتنازع عليها المسماة الفخة تعود الى المدعو محمود عيسى وهي عبارة عن قطعة واحدة وهذه القطعة موجودة وحدودها واردي الطواحين من جهة الشمال وتلة وادي السيل من جهة الجنوب وشرقا عبد الرحيم عبد الكريم الحاج محمد وغربا المدعو محمود عيسى المذكور بقسم الفتح شهادتي . انه المدعى عليه وانا نفتح من الارض المذكورة وكان عمر الشهود لا يتجاوز الثانية عشرة سنة كنت نفلح في الارض وزرعها وفي حساب المدعي لو كنت حداق عند المدعي وانا بذلك الوقت كنت زرعت القسم المذروع الارض في سنة الكتبة . وعمر الشهود كما ذكرت الارض يتجاوز الثانية عشرة سنة وزرعها قبل الطابو بعشرة او خمس عشرة سنة وحدودها انا عارف بها حدثت الارض تركت ساحة خمس عشرة سنة عن الطابو بدون زراعة لان الارض مرتفعة كانت تنبت والبقر ساعدت ان يجوزها . عن الطابو عبر في الناس للشيخ محمد ابو زيد .

وطلب المدعى عليه سؤال الشهود . اجاب انا لا اعرف حدود الارض البتة . انا لا اعرف حدود الارض البتة انا اعرف حدود الارض الفخة حسبما ذكرت انا لا اعرف اراضي جوار البلد وبعد عن البلد ساعة ونصف الارض

الشهود ابراهيم المصلح بعد قبوله وبعد استشهاده بعد القسم اجاب اعرف الارض الفخة ملك محمود عيسى وحدودها شمالا قريبة وبعد وبالوقت الحاضر زرع سعيد الشمالي في الارض محمود العيسى بقسم الفتح شهادتي انا كنت اشوف محمود عيسى عند ابوه واجداده يحرث في الارض ويزرعها . بالعام الماضي كانت في الارض لم يزرعها فقط وبعام الماضي اوائل العام زرع شعير . الارض الفخة كانت على الدوام تفلح وتزرع لحد الطابو ما عدا العام الذي يحيل فيه اصحابها غيره كانوا يتركوا بدون زرع .

وطلب المدعى عليه سؤال الشهود . اجاب انا ليس لي اراضي بهذا الموقع انا اعرف من ارض حضاض هي اعرف ارض الفخة وحدودها شمالا قريبة وبعد وبالوقت الحاضر زرع سعيد الشمالي في الارض محمود العيسى بقسم الفتح شهادتي انا كنت اشوف محمود عيسى عند ابوه واجداده يحرث في الارض ويزرعها . بالعام الماضي كانت في الارض لم يزرعها فقط وبعام الماضي اوائل العام زرع شعير . الارض الفخة كانت على الدوام تفلح وتزرع لحد الطابو ما عدا العام الذي يحيل فيه اصحابها غيره كانوا يتركوا بدون زرع .

الشهود محمد يوسف زيد بعد قبوله وبعد استشهاده بعد القسم اجاب انا مختار قرية حاضر اعرف ارض الفخة ارض المدعى وحدودها شمالا بعد الطريق كانوا موجودين البلد وارض الفخة طابو قديمة وكانوا الطابو غير موجود . انا لا اعرف متى وزعت ارض الطابو ولكن انا ارضها موجود . ان السجل الذي زرعت الحكومة زرعت قبل الطابو الحكومة زرعت انه بفصل شتاء السنة الماضية . ان ارض الفخة زرعت الحكومة السجل كان محمود عيسى هو الذي زرع

D/Tul/30. 5218

6th July 1928.

Registrar of Lands
Nablus.

Subject:- Basset Sheikh Salah -
D/Tul/30.

I shall be obliged if you will obtain and forward to this office copies of the evidences of the witnesses heard by the Land Court on 20th June 1928 in connection with the above land.

ACTING DIRECTOR OF LANDS

Copy to:- Registrar of Lands,
Tulkarem.
(Ref.TLR/16/25 of 2.7.28)

7/7.

TLR/16/25 -429

Registrar of Lands,
Tul-Karem,
2nd. July 1928.

D/Tul/30

5435

Director of Lands,
Jerusalem.

Subject :- Basset Sheikh Salah.
-D/TUL/30-
Reference :- Your's D/TUL/30 of 24/3/28

I beg to inform you that on the 20th.June 1928, The Court sat down for hearing the case, and after reading the report of the experts referred to in my letter of even number dated 16/2/28 and hearing three of the plaintiff witnesses, it decided to hear my witnesses in its next cession, for which no date has yet been fixed.

2. I shall be much obliged if you would kindly instruct the registrar of lands Nablus to obtain and submit to you copies of the evidences of the witnesses for your perusal and instructions, please.

IJ/MAG

REGISTRAR OF LANDS

TLR/16/25 - 372

Registrar of Lands,

Tul-Karem.

26th.May 1928.

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GOVERNMENT OF PALESTINE
5 JUN 1928
4451

Director of Lands,

Jerusalem.

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Subject :- Basset Sheikh Salah.
D/TUL/30

Reference :- Your's D/TUL/30 of 24-5-28
(4068)

I beg to inform you that the Court did not sit down for hearing the case of the above State Domain on 24/4/28 and adjourned it to 20th.June 1928, please.

IJ/MAG

REGISTRAR OF LANDS

D/Tul30 - 4064

24a

23rd May, 1928

Registrar of Lands,
Tulkarem.

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Subject : Basset Sheikh Salah-
D/Tul/30.

Reference: Your letter No.
D/Tul/16/25 dated
24th January, 1928.

I should be glad to learn what is the present position with regard to this case.

(Signed) [illegible]

DIRECTOR OF LANDS

CLH/RP.

Ref. 2/16

DEPARTMENT OF LANDS
27 JAN 1928
778
GOVERNMENT OF PALESTINE

TLR/16/25

Registrar of Lands,

Tul-Karem,

24th. Janary 1928.

Director of Lands,

Jerusalem.

Subject :- Basset Sheikh Salah
DTul/30

Reference :- Your's D/TUL/30 of 20-10-27.

As I observed that the experts who were appointed to inspect and report as to weather the disputed part is being within th boundaries of the plaintiff or defendant, were under the threatening and influence of the plaintiff, I expressed the fact to the Court and asked that new experts be appointed.

2. The Court allowed to select one expert, and accordingly I nominated the name of Amdursky of Khudeira.

3. The Court will sit down for hearing the case on the 17th. March 1928, please.

IJ/MAG

REGISTRAR OF LANDS

TLR/16/25

DEPARTMENT OF LANDS
File No
20 DEC 1927
8714
GOVERNMENT OF PALESTINE

Registrar of Lands,
Tul-Karem,
18th. December 1927

Director of Lands,
Jerusalem.

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Subject :- Mohamed Ibn Fasa Abu Hantash.
Reference :- Your's D/TUL/30 of 20/10/27

The Court has decided that the swampy land be inspected again by new experts, and will sit down for hearing the case on the 24th. January 1927.

IJ/MAG

REGISTRAR OF LANDS

D/Tul/30-6787

11th December, 1927

Registrar of Lands,
Tulkarem.

Subject : Case of Muhamad Issa Abu Hantash of Kakoun Village.

Reference: Attached correspondence.

You should defend as follows :-

1. The land is a State Domain recorded in the year 1328.

2. Witnesses should be called by you to give evidence that the land is a State Domain and that it is within limits as known by them before Occupation.

The Witnesses are :-

Mr. Madorsky of Hedera.
Saleh Oudeh Mohd. of Kakoun
Nasr El Assad, Murshid Ibn Issa,
Mohd Najib Saleh and Abed Fataizeh
of Khirbet El Manshiyeh.

3. The Agriculture Inspector, Ragheb Bey and the Agriculture Assistant of Tulkarem Adil Tukan (barred) will also be called to give evidence regarding the state of the land and the boundaries.

DIRECTOR OF LANDS

MD/RP.

No. 26

D/Tul/30

Plaintiff: Mahmoud Issa abu Hantash. Kakoun.

Defendant: Attorney General, on behalf of the Government.

On Thursday the 27/10/927, The Land Court of Issam 20th was formed at Eul-Karm, of the president Mr Webb and the member Izzat Effendi: Fahmi Eff. El-Husseini the agent of the plaintiff Mah. Issa Hantash - Kakoun.

Izzat Eff. El-Jaouni Registrar of land of Eul-Karm came instaid of the Attorney General.

The case was read publicly.

It was said to the defendant that the land is registered in the Tabu by the name of the plaintiff according to a tittle deed, and the Government claims that the land is Mahlul.

The agent of the defendant said: I doint deny that the tittle deed presented by the plaintiff is issued from the Land Department but the Register is missing, and I do not say that this land is boundes, but I say that Bassett Ishteikh Salah is in possession of the Government since 25 years ago according to the present boundaries: N. Road and Ard Issa Keish. S. Jaoud Hayan and Handak and the land of Kakoun & Shweikeh land. E. Eal Innouriah & Kakoun's land which is near to Eal Innouriah. W. Basset Idda'ieh belonging to the Government according to Kushan 1328 Jaimi No. 3. and is registered in the Tabu land grazing to the Government and the Government hires it according to these boundaries to the tenants, and the tenants get in possession of this land, take its grass and graze their animals in sight of the plaintiff without protesting. The part that the plaintiff says that we have encroached upon it and is from his land, is waist land and Bass, and that the Bassa land of Bassett Ishteikh Salah has boundaries and planted on its four boundaries five lines of Koena treas, and this part which is under the case is included in the land of Bassett Ishteikh Salah. Therefore the plaintiff the right to claim the possession of this part. The five lines of treas of Koena are planted on the boundaries of ~~El~~ Bassett Ishteikh Salah which( ), and the Koena was planted since two years. The plaintiff complains that we have encroached on part of his land from the north side and presented ~~a Kushan~~ an extract of Tabu to prove his possession by the presented registration of the Tabu bounded N. Awlad Abdul-Rahman. S. Anton Eayan. E. Majra El-Maa & W. Road. From this registration it shows that it does not agree to a land near El-Bassa; that is the boundaries of the plaintiff do not agree to the boundaries of near to Bassett Ishteikh Salah. Therefore asking me to prove the possession of the Government of this El-Bassa with the part of the plaintiff from old time, is from over 25 years.

The agent of the plaintiff said: that the Director of Agricultural department last year( ) on the land because there is there swamp and planted in part of my principals' land Kalipstus, and this part was planted maizes by my principal, and my ~~principal~~ principal owned the Agricultural Department, and as they gave him no reply, he planted it the second year Wheet. At the time of the hardest the Director of Agricultural Dept sent some people

to reap the wheat by force. We do not demand that a land registered in the Cadastre on our names. The Kaliptus trees are till now planted in the land in the part under the case of twenty Dinoms.

It was decided that an inspection on the land to be made and to see in which title is entered, if it is ~~in the~~ included in the deed of the plaintiff or in the deed of Defendant, and each of the two parts proves his possession.

The two parts did not agree to the election.

Each of them was asked to elect one of an experiences.

The plaintiff selected Mohamad Eff. Abdel-Halim from Bal-Karm.

The Defendant selected Nassar El-Asiad from Bal-Karm.

The Court selected Rajeh El-Haj Moh? from Shweikeh.

It was decided to inspect the land by these persons and also decided to give each a quarter of a pound and to the cleark of the Court who is to join them one pound with the expenses - and to postpon the sitting to 15/12/927, to hear the witnesses of the two parties.

Pendejl Judge
Webb. Iggat.

Call witness -
1 Mahassy Mhedden
2 Saleh Abdel Mhamid
3 Nassar el Asad.

Show that the boundaries are as revealed on the map.

DEPARTMENT OF LANDS
THIS IS
5 NOV 1927
GOVERNMENT OF PALESTINE

LRN/20/2.

Land Registry Office,
N A B L U S .
4.11.1927.

Director of Lands,
Jerusalem.

Subject:-Case Nos.26,29,25 & No.9
of 27.10.27.
Reference:-Your request through Registrar
of Lands,Tulkarem.

I beg,herewith to forward to you the attached proceeding bieng coppied out from the Land Court of Nablus as requested .

For your information,Please.

REGISTRAR OF LANDS.

OSR.

The files: R/3591—
S/TUL/30
S/TUL/28

1488

TLR/16/25-128

Registrar of Lands,

Tul-Karem.

16th.February 1928.

Director of Lands,

Jerusalem.

Subject :- Claim of Mohamed Issa Abu Hantash - State Domain D/TUL)30

Reference:- Attached Report.

I beg to submit herewith a copy of the report prepared by the experts, who were appointed to investigate and report as to whether the disputed portion is lying with the boundaries of the plaintiff's land or defendant's land, for your perusal and instructions.

2. Will you kindly correct para 3 of my letter of even number dated 24th. January, 28, to read " 7th. March, instead of 17th."

IJ/MAG

REGISTRAR OF LANDS

صورة عقد التقرير
طلب الرسم

بناء على قرار محكمة ابو رأس الصادر من محكمة ابو رأس الساده المتضمن ازدم اجراء الكشف على ارض المتخلف عليها من المدعى محمود عيس ابو هشطه من قافونه وبيان حدودها المحكوم وبيان هذه القسم المختلف عليه هو من حده ارض المدعى السماة ارض الفتح والمدعى عليه ارض البعه ملك المحكوم .

فبتاريخ يوم الخميس ١٥ / ٤ / ٨ اجتمعنا نحن ارباب الخبره راضح الحج محمد ومحمد العبد من سوتيك وبحوظ ليوى اندروسكى من الخضيره وحضرنا الموقع لارض المختلف عليها .

وحضر المدعى محمود عيس ابو هشطه من قافونه وسجل الارض عرضت للكشف بالوكاله عن المحكوم .

تلى قرار المحكمة علينا .

اشار المدعى والمدعى عليه على القسم المختلف عليه بينها وهو واقع بالقسم الغربى من البعه وبالقسم الشمالى من ارض الفتح ملك المدعى

المدعى

ارباب الخبره راضح ومحمد وعبد قالوا اننا نعرف ارض الفتح ملك المدعى وحدودها شرقا ارض ورثة الحاج [redacted] وغربا ارض البعه وقبلة وادى السيد وشمالا بقعة محكوم لها وقبلة البعه وطريقها وما عاد البعه وغربها وذلك لمعرفتنا وغربا ارض البعه وقبلة وادى السيد وشمالا بقعة محكوم لها وقبلة البعه وطريقها وما عاد البعه وغربها وذلك لمعرفتنا حدودها . انه هذا القسم المختلف عليه بينه الطرفين والذى اشار ان الطرفين عليه هو من ارض الفتح ملك المدعى

ارباب الخبره ليوى ماندروسكى قال اننا نعرف ارض الفتح ملك المدعى وحدودها وتعرف ارض البعه ملك المدعى عليه محكوم وتعرف حدودها من ٩٠٥ وهو شاهد طرفيه وشرقا بقعة قافونه وغربا بقعة الدايه وقبلة ارض الفتح ملك المدعى وشمالا لا اعرف وانه هذا القسم المختلف عليه كنت فى ٩٠٥ استأجرت هذه البعه من المحكوم واخذت الحسبه الذى كانه من هذا القسم المختلف عليه . وانه فحصت ترابه ارض المختلف عليها وتفوجد لقيته

وترابه الارض التى بحدها الشرقيه والغربيه . وترابه البعه فوجدته انه ترابه القسم المختلف عليه للقربه اقرب لشكل ترابه الارض التى شرقى القسم المختلف عليه وترابه الارض التى هى شرقى هذا القسم المختلف عليه هو من ارض البعه ولذلك وجدت ان وجدت ترابه القسم المختلف عليه وترابه الارض الزراعيه من ارض البعه ولذلك وجدت ان وجدت ترابه القسم المختلف عليه هو من ارض البعه للشرقه والغربيه من شكل واحد لقد شهد هذا الشكيل وافقا انه هذا القسم المختلف عليه هو من ارض البعه لأنى عشت حشيته فى ٩٠٥ بجهب استأجرت البعه من المحكوم

قد ورث هذا الامر بناء على طلب ارباب الخبره / ١٥ / ٤ / ٨

| | | | |
|---|---|---|---|
| ارباب خبره<br>ليوى اندروسكى<br>من الخضيره | ارباب خبره<br>راضح الحاج محمد | ارباب خبره<br>محمد العبد | مدعى<br>محمود عيس ابو هشطه |

موقع عليه
عرف
وقع بالاوصاف
المذكوره

Forest Reserve
Official Gazette No.202
Dated 1st January, 1928

# S C H E D U L E

NORTHERN DISTRICT.

--o.o--

D/Tul/31

| Serial No. | Name of Reserve | Situation | Boundaries | Approx. area in dunoms | Description. |
|---|---|---|---|---|---|
| 188 | Kakoun | Within the Village boundaries of Kakoun Village, Tulkarem Sub-District | Descr: The boundaries are shewn on a single map marked "Kakoun Forest Reserve" lodged at the office of the Inspector of Agriculture and Forests, Haifa, and are demarcated by iron pegs on which English numbers have been painted. In the following description these iron pegs are in all cases referred to as Survey Points.<br>North: Starting from Survey Point No.1 south of the Tel El-Murieh the boundary proceeds westwards and northwards along the cultivated lands of Kakoun Village through Survey Points Nos.2,3,4,5,6,7 and 8 as far as Survey Point No.9; thence it proceeds northwards through Survey Points Nos.11,12,13 as far as Survey Point No.14; thence it proceeds westwards along the pasture lands of Athil Village as far as Survey Point No.15.<br>West : Starting from Survey Point No.15 the boundary proceeds southwards along the cultivated lands of Wadi El Hawaris through Survey Point No.16 as far as Survey Point No.17.<br>South: Starting from Survey Point No.17 the boundary proceeds eastwards along the cultivated lands of Wadi El Hawaris, Kakoun and Ghuweika through Survey Points Nos. 18, 19.20.21.22.23.24.25.26 27 & 28 as far as Survey Point No.20.<br>East : The boundary proceeds from Survey Point No.29 northwards as far as Survey Point No.1. | 493 dunoms 949½ pics | Pasturage comprising the Bassa El Dalieh and the Bassa Sheikh Soleh, surrounded by a belt of Eucalyptus trees. Containing no land at present cultivated. State Domain registered under State Domain Reference Nos.D/Tul/30 and No. D/Tul/31. |

Forest Reserve
Official Gazette No.202
Dated 1st January, 1928

# S C H E D U L E

NORTHERN DISTRICT.

--oOo--

D/Tul/30

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D/Tul/30. – 4942

20 October 1927.

Registrar of Lands,
Tulkarem.

Subject :- Mohamed Ibn Issa Abu Hantash.
Reference :- Your TLR/1/12/1 of 26th April 1927.

I am informed that this case is being heard on the 27th instant. I enclose my files Nos. D/Tul/30 and D/Tul/31 for your perusal.

2. Mr.Doukhan intends to visit Tulkarem on Wednesday the 26th instant.

3. In case he is not at Tulkarem at the date of hearing, you should appear and explain to the Court the facts as per Yusef Eff.Thabeh's report and your letter under reference.

4. Kindly return my files when done with together with your report

Sgd.) M. Doukhan
DIRECTOR OF LANDS

MD/MG.

REGISTRAR OF LANDS
Tulkarem

TLR.16/25

1st January, 1929

Director of Lands,
Jerusalem.

Subject : Case of Mahmud Easa Abu Hantash.

Reference: Your D/Tul/30 & 31-10214 of 16.12.28.

In reply to my letter, The President of Land Court, Samaria, in his letter No. NH/3/936 dated 20.12.28 informed me that the Department of Lands had ample time to lodge in Court the sum of £P.2.500 mils, and until this has been done the summons cannot be issued.

2. I made another letter to the Inspector of Police, Tulkarem, asking him to arrange for the summons of the witnesses to give evidence in the Land Court, Samaria, which will sit at Nablus for hearing the case No.27/12/28.

3. On the 27/12/27, the witnesses came to Tulkarem and informed me that they have no money to hire a cab, I therefore, was obliged to pay the sum fixed by the Court to the witnesses.

After the witnesses were asked by me carefully, the Court decided that :-

> It has been proved in the Court that on 1925 the plaintiff encroached upon State Land by cultivating the disputed part of Basset Sheikh Salah and the case was dismissed with costs.

4. I asked the Registrar of Lands, Nablus, to obtain the copy of the Proceedings ~~which I~~ submit to you for your perusal.

Your files D/Tul/30 & 31 are returned herewith.

REGISTRAR OF LANDS
TULKAREM

NL/3/ 936

THE DISTRICT COURT
NABLUS.
20th December 1928

Registrar of Lands
Tulkarem.

Subject:- Mahmoud Eissa Abu Hantash V. Government.

I have received your letter of 17.12.1928 No.16/25/955 .

2. The suggestion therein contained is that at or after the hearing the Court should issue to the witnesses warrants for the payment of their expenses . The result would be (1) that the witnesses would have to wait a considerable time for payment : (2) that they would have to make a journey to Tulkarem in order to get the money .

3. I do not agree that a witness called by the Government should be placed in a worse position than other witnesses . Your Department has had ample time to lodge in Court the sum of LP.2.500 , and until this has been done the Summonses cannot be issued .

President
District Court
S A M A R I A

دائرة التسجيل
طابو
١٩٦٨/١٢/١٧

دفتر رقم ٥
١٩٦٥/١٦ - ٩٥٥

محضر رئيس محكمة اراضي الناصرة المنعقدة
بواسطة حضرة حاكم صلح طوبكرم المنعقدة

في الساعة الساعة ١٠ من يوم الثلاثاء الموافق ١٩٦٨/١٢/١٧ م حضرة رئيس قلم محكمة اراضي الناصرة لحضرة حاكم صلح طوبكرم مقارها انه تقرر تخصيص اراضي منطقة قلنسوة الساعة لحضرة رئيس قلم محكمة صلح طوبكرم مقارها انه تقرر تخصيص اراضي منطقة قلنسوة وعليه فطابين لدى حضرة صلح الصورة انه قانونه وقضاء الاوعد ورشيد حسين وكيله نجيب صالح

٩٥٤ - ١٤٠٥ / ١٦

دفع نفقة بوجوب الحكم

لقد اقيمت دعوى المدعي محمد عبد الله الحاكم على المدعى عليه الشيخ صالح الوقصي في قاعة
وقد صار قسيمي المدعي صالح الصوره به فاقد به وفضيلة الأستاذ فهد عبد الله وسمعت دعوى المدعي
به قرية الشقيب لتكون شهود المحكمة ولقد تبين لها الدعوى المذكوره سمعت به في محكمة المدعي
التي ستنعقد في نابيس في يوم الخميس ١٤٠٨/٨/٢٩هـ الساعه ٨ صباحاً لذلك المدعي المدعى
لتبليغ الشهود المذكوره لحضور في يوم الخميس ١٤٠٨/٨/٢٩هـ الساعه ٨ صباحاً في محكمة المدعي نابيس

وتوقيع وقبول فائقه الاحترام / ١٤٠٨/١٢/١٤هـ

المدعي طويل

المدعى عليه

مرشد عليه  مدعى به خربة المشنبه

بيع بتاريخ حضرت خربة المشنبه لاجل تبليغ الشخص المذكور اعلاه
بالحضور لمحكمة الاراضي بالسامرة بتاريخ ١٥/١٢/٢٠٠٨ لهذا وحيث
المذكور لم يحضر امر حبس لعدم دفع ذمة لذلك تغيب عنه
حوناً اله بلغى القضية عليه ولذلك صار اعطاء هذا البروتوكول
صار ختمه

١٥/١٢/٢٠٠٨

رقم الملف ٩٥٤ - ١٤٠٥/١٦

حضرة صاحب السماحة رئيس محكمة الأحكام الشرعية

لقد أتى دعوى أرض بين محمود بن عيسى الموظف عن المالكة بخصوص أحقيته في إصلاح الرقعة المذكورة وقد صادقت على ذلك صاحبة الدعوى بمقتضى الوكالة الشرعية الصادرة لصالح الله سعد ورشد عيسى وكريم عيسى صالح وعقد فصل بذلك بمحكمة الشرعية بتاريخ ١٤٠٨/١١/١٥ الموافق ١٩٨٨/٧/٢ الموافق صباحا

ولقد تبين أن المدعى عليه قد باع أرض المدعية التي تشكل في بناء المحكمة بتاريخ ١٤٠٨/١١/١٥ الموافق ١٩٨٨/٧/٢ الموافق صباحا

لذلك أرجو كم أمر سيادتكم بإلغاء الصك المالكة به لمحمود بن عيسى بتاريخ ١٤٠٨/١١/١٥ الموافق ١٩٨٨/٧/٢ الموافق صباحا

وتفضلوا بقبول خالص الاحترام / ١٩٨٨/٧/٢

سعود الفرطوس

صالح العون

تبقى عبد الرحمن الصالح

تبقى أحمد الحمد الغنيم

تبقى أحمد الحمد الغنيم

محمد بن عبد الصالح

تبقى أحمد الحمد الغنيم

عبد خطابي

محاضر رئيس محكمة الثلث بالأقصر المؤقتة

المدعي :- محمود بدوي أبو حطب بدر قرية

المدعى عليه :- مجلس أرض طوخ بالأضافة لحكمة قنطير

المحكمة المؤقتة بجلستها المنعقدة بتاريخ ٢٠ مارس ١٩٦٨ الساعة قررت استماع شهود المدعي بجلسة اليوم الثلاثاء ١٩ مارس ١٩٦٧ الساعة ٧ صباحاً

الشيخ صلاح بدوي أرض ذوي الحوزة الأرض وقد سبق أن قدمت لمحكمة المؤقتة استدعاء مؤرخاً ١٧ مارس ١٩٦٧ بينت فيه أسماء شهود الحكم وطلبت سماعهم بواسطة محكمة المؤقتة وبناءً على استدعائكم أقدم مرة ثانية أسماء الشهود وهم [ محمد أحمد بك مقتسم الزراعة والمقيم بكرزه صيدا وعادل فضل مؤقتاً بمأمورية الزراعة - طوخ وصالح محمود محمد بدوي والمؤقتة مؤقتاً بمأمورية الزراعة بالمنيرة الثالثة صيدا وأيضاً أيوب سعد وبدوي بدوي وكريم فهيم صالح وعبد الظاهر مدرجة المنيرة الثالثة المؤقتة ] طالبا سماعهم بالجلسة المعينة لنظر الدعوى أمام المحكمة المؤقتة وتقاضى بقلم قلم الأقصر ٩٦٨/٣/٢٠

محاضر رئيس
محكمة الأقصر

ملف رقم ٢٠٠٨ مع المرسوم المختوم.

الرجاء تقييم مدى قدرة المدعو [illegible] على تحمل أعباء الوصاية على القاصرين المذكورين في المرسوم المختوم المرفق طيه.

[illegible]

[illegible]

[illegible]

Legal/ 1'

نموذج نمرو ١ قضائي
משפטים טפסי 1

PALESTINE

# Summons to Defendant.

## הודעה לנתבע (Civil Action) اعلان مدعى عليه

## משפט אזרחי دعوى حقوقية

**Magistrate's Court of** محكمة صلح

בית משפט השלום ב

To الى

ל

**Take notice** that you are required to appear as defendant at the above Court

on يقتضي حضورك للمحكمة المذكورة كمدعى عليه يوم

עליך לבוא לבית המשפט הנ"ל ביום

The Plaintiff المدعي

התובע

Claims from you يطالبك

תובע ממך ש

LAND REGISTRY Tulkarm
Received from C.M.C.
By
Date 18 DEC 1928

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

وان تخلفت تنظر دعواه بحقك غيابياً ولا يقبل اعتراضك لا اذا اثبت ان تخلفك كان لعذر قوي

אם לא תבוא תשפט שלא בפניך ולא תהיה לך הרשות להגיש התנגדות על הפסק אם לא יוכח שהעדרך היה מפני סבה מספקת.

Date التاريخ
התאריך

**Important.** — Any alteration made in this form, **must** be initialled by the issuing officer.

تنبيه مهم — اذا حدث اي تغير على هذا الانموذج يجب توقيع امضاء المأمور المعطى منه هذا الامر على التغير المذكور

**חשוב** —כל שנוי על הטפס הזה, צריך להיות חתום ע"י הקצין המוציא.

13800—100000—42.

تعلقت بتاريخ ٨/٢٢/٥٢

**GOVERNMENT OF PALESTINE**

TELEGRAPHIC ADDRESS : "LANDS"

In reply please quote :-
D/Tul/30 -6787

DEPARTMENT OF LANDS,
P. O. B. 356,
JERUSALEM.

Enclosures:

11th December, 1927

Registrar of Lands,
Tulkarem.

Subject : Case of Muhamad Issa Abu Hantash of Kakoun Village.

Reference: Attached correspondence.

You should defend as follows :-

1. The land is a State Domain recorded in the year 1328.

2. Witnesses should be called by you to give evidence that the land is a State Domain and that it is within limits as known to them before Occupation.

The Witnesses are :-

Mr. Madorsky of Hedera.
Saleh Oudeh Mohd. of Kakoun
Nasr El Assad, Murshid Ibn Issa,
Mohd Najib Saleh and Abed Fataizeh
of Khirbet El Manshiyeh.

3. The Agriculture Inspector, Ragheb Bey and the Agriculture Assistant of Tulkarem Adil Tukan be also caled to give evidence regarding the state of the land and the boundaries.

J. McDonkha
DIRECTOR OF LANDS

MD/RP.

A/Tul/30

عدد
٤٦

مدعي : محمود عيسى ابو فضة . قاطون .

مدعى عليه : النائب العام بالوكالة عن الحكومة .

بجلسة الخميس ١٩٧٧/١٠/٦ تشكلت محكمة الاراضي لمنطقة طولكرم من الرئيس المستوفي والعضو عزت اسعد حضر فرحي اسعد الحسيني وكيل عن المدعي محمود عيسى فضة . قاطون .

حضر عزت اسعد الجاعوني محاميا عن طولكرم بالنيابة عن النائب العام .

تلي الدعوى علنا .

قيل للمدعى عليه ان الارض مقيدة بالطابو باسم المدعى بموجب سند والحكومة تدعي بملكية الارض .

وقيل للمدعى عليه قال انا لا انكر ان سند الطابو البرز للمدعى صادر من دائرة الطابو ولكنه الدفتر مفقود ولا اقول ان هذه الارض محدودة ولكنه اقول ان بقعة الشيخ صدوح هي بتعرف للحكومة منذ خمسة وعشرون سنة بحدودها الحالية شمالا طريق وارضة السكة وجنوبا وادي البيان وشرقا ارض قاطون وارض شويكي وغربا تل النوبة وارض قاطون المجاورة لتل النوبة وغربا بقعة الدالية العائدة للحكومة بموجب مومسان طابو ٢٤٣ الصادر باسم زكي وهي مقيدة بالطابو ارض ميري للحكومة والحكومة تؤجرها بهذه الحدود للمستأجرين والمستأجرين يستأجرون هذه الارض ويأخذوا بياناتهم ويدفعوا حواناتهم بشهادة المدعي بوصفه المدير السابق . ان القسم الذي يقول المدعي انا نجاوزنا عليه والكرمة ارضه الواردة بالطابو خطأ وارضه بقعة الشيخ صدوح للحدود وزرعوه على الارض الاربعة خمسة صفوف تجريبية وهذا القسم المدعى به هو ارض بقعة الشيخ صدوح وارثه السيد المدعى محمد المدعي بملكية هذا القسم . انه الخمسة صفوف كنية زرعوه باطار بقعة الشيخ صدوح (الحدود) والكنية زرعت له شتيه . المدعي يقول انا تجاوزنا على قسم من ارضه من جهة الشمال وارضه من بولتيك وارضه بقعة الطابو البرز لحدود شمالا اولاد عبد الرحيم وجنوبا الحكومة تيار شرقا بولتيك وغربا طريق وهذا القسم نقضيح انه لا يظهر على ارضه بحوار البصة اي انه حدود المدعي لا تظهر على الحدود المجاورة لبقعة الشيخ صدوح وعليه لتكليف المدعي باثبات ان هذا الحكومة من ضمن البصة باقي قسم المدعي من القديم مدة تزيد عن خمسة وعشرين سنة .

وقيل المدعي هناك انه تأجر الزراعة في السنة الماضية فقط على الارض لانه يوجد فلان بعد وزرع القسم من ارضه هذا القسم المزروع هذه السنة فلان بوكيل وقد اخذ بوكيل دائرة الزراعة بعد الحصاد وحيث لم يرد اعتراض زرع ثاني من ضمنه وتأجير الزراعة بعد الحصاد اهل اشخاص وحصدوا الزرع غصبا نحن لا نطلب ان ارضه مقيدة عنا بالطابو . انه بحوار الطابو البرز لمدعي موجودات في ارضه بالقسم المدعى عشرين دونم .

تقرر حسم اجراء الكشف على الارض وبيانات باقي سند المدعي والمدعى عليه وحفظ الطرفين ثبتة تقرر .

الطرفين لم يتفقا على انتخاب .

تكون من نهاد انتخاب واحد من اهل الخبرة .

المدعي انتخب محمد اقتعه الطيم من طولكرم .

المدعى عليه انتخب نصار اسعد محمد من طولكرم

المحكمة انتخت الحاج محمد شويكي

تقرر اجراء الكشف بحضرة اربابه الخبرة المذكورة وتقديم كل منهم تقريرا مدعما وتقديم بيانات الضبط الذي يتفقهم ليرد مدعما بصاريف ضرورية وتعليمه الطلب لهم ١٩٧٧/١٢/١٥ لاستماع شهادة شهود الطرفين ايضا وتبلغ عنا

LAND COURT NABLUS שכם בית משפט לקרקעות

تقابلوا ١٩٧٧/١٢/١٥

عزت

بناء على هذا حرر محمد عبد الحليم وكيل السيد وأجمع الحاج الحاج محمد . قد اضفنا بناء على قرار المحكمة المتضمن تعيين الأستاذ خيري بناء على تقارير الخبراء المقدمة في القضية وأن المدعى عليه سعيد راضي قد قدم بالوكالة عن محكمة الأحوال الشخصية على الأرض المختلف عليها بين الطرفين وبناء على أن المدعي أقام دعواه بأن المدعى عليه وضع يده على الأرض المختلف عليها بين الطرفين وبناء على أن المدعى عليه وكيل المدعى عليه أنكر دعوى المدعي وبناء على أن المدعي أقام بينة على دعواه وبناء على أن المدعى عليه أقام بينة على دفعه وبناء على قرار المحكمة الصادر في ١٠ من شهر أغسطس سنة ١٩٤٦ وبناء على أن المحكمة لا تعول على بينة المدعي لأن شهوده لم يشهدوا بأكثر من أن الأرض المختلف عليها كانت في يد المدعى عليه وأن بينة المدعى عليه شهدت بأن الأرض المختلف عليها كانت في يد المدعى عليه قبل أن يشتريها من المدعي

لسادة / محكمة الأراضي بالقدس الشريف

الموضوع : بأنه على الفلاح المدعو محكم العبد ناجي وعزاي فضل احمد شهودي الشيخ الغاصب من حوض الأراضي المسجل باسم المدعو عبد الهادي حسين هذه الورقة طلب تسجيل الأراضي المذكور وفقا لأحكام المادة ٤٧ من قانون تسوية الأراضي والمياه لسنة ١٩٥٨ وعلى ذلك نتشرف بتقديم طلبنا هذا راجين الموافقة عليه

وتفضلوا بقبول فائق الاحترام

وكيل المدعي

محمود العبد الله

الشهود

١ محمد الحسن [illegible] فاقوعة كفر نجد

٢ [illegible]

محمد الصالح فاقوعة

إبراهيم حسن شويكي

سعد الصالح فاقوعة

عزاز ابراهيم الحاج

وديع عبد الفادي ابراهيم الحاج

سعد الصالح حسن احمد فاقوعة

[illegible] الشيخ حامد

مطلق احمد الحاج فاقوعة

وديعة المطلق

ابراهيم محمد الزيادنة

سليم اقعاك

احمد سليم اقعاك

خليل الشويكي

محمد احمد الدويكات

PALESTINE

DISTRICT COURT

JERUSALEM

تسلمنا بتاريخ ٢٦/١٢/٦٢

٤٥٨

سعادة رئيس محكمة المنصورة المحترم
لدى الاقتضاء

صورة القرار الصادر من محكمتكم الموقرة بتاريخ ٢٧ ديسمبر سنة ١٩٢٧ بخصوص الدعوى المقامة من الحاكم الشرعي محمود بك عيسى أبو حطب ضد ورثة فاطمة
بخصوص سندات بصفة الشيخ صالح الوقف بوار الحوت الشرقي الصادر بالحكم المسجل عليه كما هو مبين بكتابه عالية المؤرخ بتاريخ
٢ نوفمبر سنة ١٩٢٨ رائي تقديم طي الشرف أن أقدم لمحكمتكم الموقرة أسماء الشهود وهم محمد بك عبد الله مفتش الزراعة والأستاذ محمد
صبيا وعادل أفندي طرفاية مأمور الزراعة بطوخ الدلم وصالح عودة محمد من قرية فاقوسة والخواجه مارجرجس من القرية المذكورة أعلاه وبصدق المرسل
ومرسل إليه وكريم صالح وعبد فطاطي من قرية المنشية التابعة لطوخ الدلم. أطلب تبليغ المدعى أسماءهم وعنوانهم لإرسالها لمحكمتكم
الموقرة للحضور في اليوم المعين وتفضلوا بقبول فائق احترامي | ١٧ ديسمبر سنة ٢٧

مأمور مركز طوخ الدلم

اسم المشاهير لصالح صلاح

عبد الحميد [illegible] ١٩٠٠-١١-١ ١٩٠٢

احمد ماهر ١٩٠٠-١٢-٤ ١٩٠٤

سعيد عبد الشافعي ١٩٠٤-١٢-٤ ١٩٠٤

صالح كوره محمد ١٩٠٤-١٠-٢٥ ١٩٠٥

الحواجه [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

D/Tul/131

R.
Tulkeram

Instructed:

a) art 47 a L. Code – boundaries

b) 63 Law Civ. Proced – admeas. of land

c) Call Agricultural Assistant as Expert.

d) Argue – Pltff. is to prove his case
~~[illegible]~~ He should have produced a map showing the land he is claiming.

e) When done – so – Court all orders inspection.

f) Call ~~[illegible]~~ villagers of Vadi Narrain & prove our boundaries.

g) Return in Court Estate Officer with report regard the cases.

MD.

24/10/29

Legal /1.

نموذج نمرة ١ قضائي

טופס מספר 1

PALESTINE

Tul/30

# משפט אזרחי Summons to Defendant. اعلان مدعي عليه

(Civil Action)

הודעה לנתבע

دعوى حقوقية

Magistrate's Court of محكمة الصلح في

בית משפט השלום ב

To الى

ל

Take notice that you are required to appear as defendant at the above Court

يقتضي حضورك للمحكمة المذكورة كمدعي عليه يوم

עליך לבוא לבית המשפט הנ"ל ביום

The Plaintiff المدعي

התובע

Claims from you يطالبك

תובע ממך ש

(Sgd.) M. Shabbi

10/10/27

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

وان تخلفت تنظر دعواه بحقك غيابياً ولا يقبل اعتراضك الا اذا اثبت ان تخلفك كان لعذر قوي

אם לא תבוא תשפט שלא בפניך ולא תהיה לך הרשות להגיש התנגדות על המשפט אם לא יוכח שהעדרך היה מפני סבה מספקת

Date التاريخ

התאריך

IMPORTANT.— Any alteration made in this form, **must** be initialled by the issuing officer.

تنبيه مهم — كل تغيير يحصل في هذا النموذج يجب التوقيع عليه من قبل المأمور الذي يصدره

חשוב — כל שנוי על הטפס הזה, צריך להיות חתום ע"י הקצין המוציא.

Entered Diaries

14/10/27 A. Khoury.

O.P.D.A.
5 MIL.
E.E.F.

All Communications to be addressed to
DIRECTOR OF AGRICULTURE
P. O. B. 256,
HAIFA.

In reply please quote
No. Ag./ 212/28.

Telephone: — No. 31 Haifa.

D/Tul/30831

DEPARTMENT OF AGRICULTURE & FISHERIES
~~HAIFA~~ Jerusalem.

17th October, 1927.

Subject: Bassas Sheikh Saleh and Daliah.

DEPARTMENT OF LANDS
File No.
18 OCT 1927
5101
GOVERNMENT OF PALESTINE

Director of Lands,
JERUSALEM.

MAB

You may be interested to know, for reference in connection with the lease of other state domains, the following figures in regard to the above mentioned areas now operated by this Department. It is understood that previously these properties were leased for £.13.500 m/ms per annum.

1926.

Crop of hay realised 59 tons valued at £.3½ per ton ..... £.206.500

The hay was cut, baled and transported to Tulkarem station by a contractor who paid all expenditure and delivered to this Department, without charge, 14 tons worth £.49. The output was reduced by fire and grazing.

1927.

The crop of hay realised 116 tons valued at £.3½ per ton ..... £.406.

The hay was cut, baled and transported to Tulkarem station by a contractor who paid all expenditure and delivered to this Department without charge 50 tons worth £.175.

DR/

DIRECTOR OF AGRICULTURE
AND FORESTS.

Copy to:-
Inspector of Agriculture & Forests,
Northern Circle, Haifa.

# TRANSLATION.

Petition Submitted to the
President of District Court,
S A M A R I A.

---

Plaintiff:- Mahd. Issa Abu Hantash, of Kakun Village.
Defendant:- Attorney General ih his capacity as Attorney for the Government of Palestine.

FACTS:- Did either Departments, Lands or Agriculture ever take possession of a part of the disputed plot?

Did they plant Eucalyptus treed or not ?

Are they refusing to hand the land, claiming that it is Mahlul ?

LEGAL FACTS:- Does the Court rule that the part taken by force is now Mahlul ?

And does the Court rule to hand over one third of it to me without the interferance of either Departments ?

Or does the Court rule that the planted trees be uprooted or should I pay their cost ?

Or does it rule that costs and advocate fees be paid ?

Your Court is undoubtdedly aware of my possession of one third of the land in dispute and my disposal in partnership of the whole plot for a period exceeding prescription, it was also confirmed that the part taken by force is not Mahlul and the possession of the two Departments is resent and without any legal rights. The Court will rule my possession in one third of the land and will prevent either Departments from in erfering with me in the said share after handing it over to me and uprooting the trees that were planted, or to charge me the cost of them as uprooted trees, and to charge defendants Court Expenses and Advocate fees.

LEGAL PROOFS:- Tabu Registration.

LEGAL ARTICLES:- Art. 138 of the Civil Proceedure Code, Art. 20 and 78 of the Land Code, Arts. 1676, 1737 and 1740 of the Majjaleh.

CONCLUSION:- I beg that Judgment be given in my favour confirming my possession of one third of the disputed land and to prevent the two Departments from interfering with me in the land, also to hand

me over the land after uprooting the trees
or I will pay the cost of the trees considering
them as uprooted trees. Also I beg that defendant s
should pay costs of Court as well as Advocate fees.

22.3.27

Sgd.
Mahmod Issa Abu Hantash.

٢٨٤

قائمة بمفردات

| ص | عدد | جنس الدورية |
|---|---|---|
| ١ | ٢ | استمارة الدعوى وصورتها |
| ٢ | ٢ | اللائحة وصورتها |
| ٣ | ٢ | قيد الطلب وصورته |
| ٤ | ٢ | قائمة المفردات وصورتها |
| ٥ | ٢ | الوصف وصورته |
| | ١٠ | |

فقط عشرة قطع لا غير

المحامي
فهمي الحسيني
يافا · تلفون ٢٨٢ ص.ب. ٦٦
غزه · تلفون ١٠ نابلس · تلفون ٣٦

Fahmi Al-Husseini
Advocates
JAFFA. TL. 282 P. O. B. 66
GAZA. TL. 10 - NABLUS. TL. 36

لدى محكمة مركزية القدس الموقرة

المدعي: محمود عيسى ابو مصطفى من الخالصة بواسطة وكيله المحامي فاضل النابلسي ضدكم

المدعى عليه: عادة النائب العام لحضرة صاحب الجلالة ملك فلسطين.

المسائل المادية:
هل ان دائرة الطابو والاراضي وضعت يدها على قسم من وقف الاطيان المدعى بها ام لا؟
وهل ان هذا القسم غير صالح للزراعة ام لا؟ وهل انها تستفيد من تسليمها بدعوى ملكيتها
لكم بأعتبار انها من اراضي الحلول ام لا؟

المسائل القانونية: هل انه لمحكمتكم بعدم سماع القسم المغتصب من الوقف المدعى به ام لا؟ وهل لمحكمتكم تسليم قلم
الى وقف معارضة دائرة الطابو والاراضي ام لا؟ وهل تحكم بقطع الدعوى المقدمة من قبلها
أو بالزام المدعي بدفع مصاريف القطع ام لا؟ وهل تحكم بالمصاريف القانونية واتعاب
المحاماة؟

مما لا شبهة فيه انه اذا ثبت لمحكمتكم الموقرة ملكية المدعي للقسم المغتصب وتصرفه بجميع
ما يشاء فيه مدة طويلة تزيد على مدة مرور الزمن وثبت لها ان القسم المغتصب لم
يكن من اراضي الحلول والدائرة المذكورة وضعت يدها بصورة غير مشروعة
على القسم المغتصب بعد دائرة الطابو والاراضي بالحصة المذكورة وبعد تسليمها الى قلم
محكمتكم بملكية المدعي لها وعليكم الى بتقرير مصادرة القطع كما وان تحكم لي بالمصاريف
القانونية واتعاب المحاماة.

٥٠

Fahmi Al-Husseini
Advocates
JAFFA. TL. 282 P. O. B. 66
GNZA. TL. 10 - NABLUS. TL. 36

المحامي
فهمي الحسيني
يافا. تلفون ٢٨٣ ص.ب. ٦٦
غزه . تلفون ١٠ نابلس . تلفون ٣٦

صحيفة ٢

الادلة القانونية عبد الله ابو والبينة على المدعى .

المواد القانونية المواد ١٢٨ من اصول المحاكمات و ٧٨ من قانون الاراضي و ١٦٧٦ و ١٧٢٧ و ١٧٤٠ من المجلة و بقانون البينات و رأي العامة .

نتيجة المطلوب اصدر من محكمتكم الموقرة الحكم بثبوت ملكية المدعية للقطعة المدعى بها وفسخ معارضة دائرة الاراضي بوجه المدعية وإلزامها بتسليمي الحصة المذكورة والمقتضية بعد قلع الاشجار الى غزة وكذلك بإزالة يدها

# خافانی
## دفترخانه

دفتر شماره ذیل حاضره

موقت علی‌البدل جلد ۱۵ درجه ۹۶

محضرنامه ۶۷

نواحی ناحیس قضاء بنی‌صعب ناحیه شفاعیه قریه قاقونه موقع ارضه الفتح

رقم ابواب ۲۶۵۷

مقبضه علی‌البدل : جلد ۱۵ درجه ۶۷

جهتی : تراضیاً یکدیگری درت حصه ده سکز حصه ک

نوعی : ارضه میری

مدلول : سکز قاچ مجری الماء عدا بأراضیه تماماً اولاد عبدالرحیم بهوباً الکوله الیاده .

حصه‌ای : ۴۵ دوم

صاحب‌حق : سلیم به حلبی اوغلی الحوری .

جهة اتصادسه : حسه کی تحتا ایله حدوده کوره دیکی علی‌البدل موجبنجه قضیاً فاغنده یازیلدی ذیل حاضره

مقابلی : محمود به عیسا ابوحصه

حدی : ۵۸۷۵

بری : ۵۸۷۵

تابعیتی : تبعه دولتلیه ده

یکون : ۱۸۴۱۰

بالاده محرر تراضی حصه کی معاملات حقیه کی اجرا قلنمسه دیوز سکسان درت غروشدن عبارت بولنان بدل مقابلی حاضره

تسلم اولنمسه دلعلد سندبنك تنظیم واعطاسنه دائر دفتر خاقان نامه آکو موقع علی‌البدل اوغلی قلنمدی

توصیه ده بولنان ماهیم

مسئول مدیر — دفتر خاقانی مأموری — نائب — مال مأموری — ویسی

O.P.D.A. 5 P.T. E.E.F.

B.J.Z. 1 P.T. E.E.F.

لحضة مدير الخط بور بالقدس المحترم

انه موكلي محمود عيسى بو حضه سنه اصالة عن نفسه وبصفته قاموه على قطعة ارض واقعة في قضاء ضواحي القدس التابعة لقرية قاموه مساحة قطعة الفتح بموجب سند طابو كما انه متصرف في تلك القطعة زراعة وحرثاً وبعمل لقرية قاموه مساحة قطعة الفتح بموجب سند طابو كما انه متصرف في تلك القطعة زراعة وحرثاً وبعمل انواع التصرفات الشرعيه وقد فوض مأمور زراعة المقاطعة الحالية المدعو راغب افندي الطبري واقطع قسماً من تلك القطعة وفوض على ذلك القسم علامات زاعماً بانه ذلك القسم لم يزرع ثلاث سنوات وانه اصبح محلولاً ومنفكاً التصرف به مستعملاً قوة الحكومة في منعه عن ذلك القسم وحيث ان القطعة المقطعة المذكوره هي داخلة في الارض التي تتصرف والذي بيده سند طابو كما حيث انه لم يترك زراعتها ثلاث سنوات كما يزعم وعلى فرضه المحال لو انه وصل ترك تلك القطعة ثلاث سنوات بعدم زراعة الارض فقط وحيث انه تلك القطعة اذا انه المقصد من الحكم الوارد في قانون الطابو هو تشجيع زراعة الاراضي فقط وحيث انه المشار اليه سابقاً قد صرح امام لجنة الانتدابات بأنه لم يطبق احكام هذه المادة ولو سلمنا جدلاً ولو صح ان الحكومة الحق بأنه تدعي محلولية ذلك القسم منه لو صح للسبب المذكور فليس لها ان تقطع تلك الارض الا بعد مراجعة المحاكم حسب الاصول واستصدار الحكم بذلك على ان الحكومة منعت المتصرف بأرضه عن التصرف بها ومنعت مأمور الزراعة الموكل اليه على تلك الارض فلذلك تعلمكم بأني أعيد بأنه العلامات التي وضعت مخالفة للقانون وهو بجاوز يرجع على الحكومة موكلي وبسببه واجباته الى زراعته اليه وانه موكلي زعم على المتصرف بأراضيه

Telegrams: LEGALITY, JERUSALEM.

Reference AG. 33/8

GOVERNMENT OF PALESTINE.
ATTORNEY GENERAL'S OFFICE
JERUSALEM.

30.5.27

27th May, 1927.

Dr. Doukhan

Subject : Mahmoud Ben Issa Abu Hantas.

I attach in original for your action a copy of a statement of claim submitted by Fahmi Eff. El Husseini to the Land Court, with regard to the refusal of the Registrar of Lands to register a piece of land on the ground that it was Mahlul. Authority is being given to bring the action.

ATTORNEY GENERAL

المحامي
فهمي الحسيني

Fahmi Al Husseini
Advocate

غزه. تلفون ١٠ * نابلس . تلفون
يافا. — ٢٨٢ * قدس . —

Gaza. Tl.10 . Nablus. Tl.
Jaffa. — 282 . Jerusalem. —

9.498

لسعادة رئيس محكمة الصلح بواء الساحل المحترم

المدعي محمود به عيسى ابو مصطفى من اهالي قرية قاقون الثابد وضاع طولكرم .

المدعى عليهم سليمان ابو العلم بصفته وكيلا عن حكومة فلسطين الضامنة في القضية

جهة الدعوى

صاحب املاك ثمانية قراريط من اصل اربعة وعشرين قيراط في جميع القطعة الثامنة في قرية قاقون المسماة بأرض القنى المحدودة قبلة مجرى الماء وشمالا الطريق شرقا ولد عبد الرحيم غربا التوته اليابسة وانصرف بجميع القطعة تصرف المالك بالاشتراك مع شركائي وهم ورثة محمد ابراهيم ابو مصطفى وقد عارضتني دائرة الزراعة في جزء باقي

المحامي
فهمي الحسيني

غزة. تلفون ١٠ * نابلس. تلفون
يافا. — ٢٨٢ * قدس. —

Fahmi Al Husseini
Advocate

Gaza. Tl.10 . Nablus. Tl.
Jaffa. — 282 . Jerusalem. —

صحيفة دائرة تكيه ولما كانت القضية المنصبة داخلة ضمن حدود الأوصية الملوكة
لنا بموجب سند الطابو وما دمنا متصرفين بها مدة طويلة فلذلك أطلب إعطاء
الحكم بمنع معارضة دائرة الطابو والزامها بتسليم
الحصة المذكورة لي بعد قلع الأشجار التي غرسوها وتمليكها لي بتصرف وهي مستعدة لقلعها وتسليمها
وصار فيها الحكم وأجبة المحاماة
سند الطابو والبينة على التصرف .

الوسائل الثبوتية

النتيجة : أصبح الحكم بما بينته (عدده) وتفضلوا احتراماً بقبول فائق الاحترام

Fahmi Al Husseini
Advocate
Gaza. Tl.10 . Nablus. Tl.
Jaffa. — 282. Jerusalem. —

ATTORNEY GENERAL
JERUSALEM
Date ... 1927
No. 33/8

المحامي
فهمي الحسيني
غزة تلفون ١٠ — نابلس تلفون
يافا — ٢٨٢ قدس . —

لسعادة أمير لواء الساوة المحترم

المدعي محمود بهجت أبو شنب مقيم قضاء ضواحي قائمقامية الكوت

المدعى عليه النائب العام بصفته وكيلاً عن حكومة فلسطين .

جهة الدعوى دعواي اقلك ثمانية قطع من أراضي قرية عشرية قراط في جميع القطعة الكائنة في قرية قائمقامية الكوت المحدودة قبلة مجرى الماء شمالاً الطريق شرقاً اولاد عبد الرحيم غرباً التوتة اليابسة وأنتزاع جميع القطع المذكورة بأملاك بالانتزاع جبراً مني وهم غرباً التوتة اليابسة وقد عارضتني دائرة الزراعة في جزء من هذه القطعة المذكورة ورثة عمي ابراهيم ابو شنب وقد عارضتني دائرة الزراعة في جزء من هذه القطعة المذكورة بدعوى انها محلولة وحاولت معارضتها على عشوة وقد اقطعت من قبل الطابو وطلبت من الدائرة المذكورة بدعوى انها محلولة وأنه طابو لها ما يدعيه من جهة محلولية الأرض فعليه الدليل كما ذلك وانه يحترم القانون وأنه طابو لها ما يدعيه من جهة محلولية الأرض فعليه الدليل كما ذلك ووضعت دائرة الطابو الأمر واده بأنه يراجع المحكمة وتثبت ما يدعيه الا انه لم يثبت لذلك ووضعت دائرة الطابو الأمر واده بأنه يراجع المحكمة وتثبت ما يدعيه الا انه لم يثبت لذلك بالانتزاع من دائرة الزراعة يدعاوي على قسم من الأرض المذكورة يبلغ عشرة دونمات محدود شرقاً اولاد عبد الرحيم غرباً التوتة اليابسة شمالاً الطريق وجنوباً القسم الباقي من الأرض، بالانتزاع من دائرة الزراعة يدعاوي على قسم من الأرض المذكورة يبلغ عشرة دونمات محدود شرقاً اولاد عبد الرحيم غرباً التوتة اليابسة شمالاً الطريق وجنوباً القسم الباقي من الأرض، ووضعت ضوابطه عديدة فرقت بهم القطعة التي أغتصبت منه القطعة التي بقيت لي وشمالي ووضعت ضوابطه عديدة فرقت بهم القطعة التي أغتصبت منه القطعة التي بقيت لي وشمالي وزرعت القطعة المغتصبة لنا .

ولما كانت دائرة الطابو والزراعة عملاً أغتصابياً وغير مشروع لا يكون وقوعه من دائرة كبيرة ولما كانت دائرة الطابو والزراعة عملاً أغتصابياً وغير مشروع لا يكون وقوعه من دائرة كبيرة ولما كانت القطعة المغتصبة أخذ منها وزرعت من قبل المالك لنا بموجب سند الطابو وما دامت ولما كانت القطعة المغتصبة أخذ منها وزرعت من قبل المالك لنا بموجب سند الطابو وما دامت مغتصبة لي منذ مدة طويلة فلذلك أطلب اعطائي الحكم بمنع معارضة دائرتي الطابو والزراعة مغتصبة لي منذ مدة طويلة فلذلك أطلب اعطائي الحكم بمنع معارضة دائرتي الطابو والزراعة لي بثبت القطعة المدعى بها وأن أدعها لتسليم القطعة المذكورة وعلى بعد قلع الأشجار التي غرسوها

المحامي
فهمي الحسيني

Fahmi Al Husseini
Advocates

Gaza. Tl.10 . Nablus. Tl.
Jaffa. 282. Jerusalem.

غزة تلفون ١٠ — نابلس تلفون
يافا — ٢٨٢ قدس . —

حضرة
أدعليك لى بقصر وهى مسكة القلم وتضيه الحكم المصاريف القانونية واجبة الحكم
الدعوى البوتية سند الطابو والبينة على الطرف .
النتيجة اطلب الحكم بالبينة أعلاه وتفضلوا تساعا بقبول فائق الاحترام —

٢٩ يناير سنة ٤٧
المحامي الوصي

لقد
١٧

يقدم له لسعادة النائب العام للقدس المحترم
٤٧/٢/٢٠
عن القلم

G.498

24th May, 1927

Chief Secretary

Subject:- Claim to a plot of land in Kakoun Village.
Reference:- Your 7012/27 of the 22nd of May 1927.

There is no objection in principle on the part of this Department to permission being given to sue the Government with regard to the Kakoun Lands.

2. I beg to draw your attention that the petition, if the translation is correct, is addressed to the District Court and should have been addressed to the Land Court.

3. The District Court has no jurisdiction to try land cases.

(Sgd.) M. DOUKHAN.

DIRECTOR OF LANDS

KLH.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

No 7012/27. 22nd May, 1927.

Reference to previous correspondence:

No

The Chief Secretary presents his compliments to the Director, Department of Lands,

and has the honour to enclose the undermentioned documents for ~~information~~ observations ~~action~~

and ~~return~~ retention.

Subject : Petition by Fahmi El Husseini for permission to sue Government.

7196—10000—6/7/26—Sl. P.

| Date | Description |
|---|---|
| 30.4.27. | Letter from His Honour the President, District Court, Nablus. |

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM

No.

Reference to previous correspondence:

No.

The Chief Secretary presents his compliments to

and has the honour to enclose the undermentioned documents for information / observation / action

and return / retention.

Subject :

| Date | Description |
| --- | --- |
| | |

His Honour
The President,
District Court, Nablus.

Plaintiff: Mahmoud Essa Abu Hantash, of Kakoun village, Tulkarem Sub-District.

Defendant: The Attorney General representing the Government of Palestine.

I own a share of 8 Kirats out of 24 Kirats in a piece of land named "Ard Al Fatha" in Kakoun village. This land is bounded on the south by a water course, from the north by a public road, on the east by the heirs of Abdul Rahim and on the west by Alton Al Tayan. I have always used this land together with my partners the heirs of Ibrahim Abu Hantash. The Department of Agriculture has recently claimed that this piece of land was vacant (mahlul) and took possession of same. I have served a Notary Public Notice on the Registrar of Lands and asked him that he should bring an action against me before the Courts if he has any claim on the land, but the Registrar of Lands did not comply with my request and the Departments of Agriculture and Lands took hold of a part of this land covering an area of 20 dunums.

Whereas the action taken by the Departments of Lands and Agriculture is illegal; and

Whereas the piece of land appropriated by these Departments forms part of the share registered in our name in respect of which we hold a title deed; and

Whereas we have used this land for a long period;

Therefore I request Your Honour to order the Departments of Lands and Agriculture to restore to me the land referred to and to uproot the trees planted on it or to accept its value as uprooted.

Proofs: Title Deed and witnesses.

(Sgd.) Mahmoud Essa Abu Hantash.

29th April, 1927.

Submitted to the Hon. the Chief Secretary.

30.4.27. (Sgd.) C.C. District Ct. Nablus

His Honour
The President,
District Court, Nablus.

Plaintiff: Mahmoud Essa Abu Hantash, of Kakoun village, Tulkarem Sub-District.

Defendant: The Attorney General representing the Government of Palestine.

I own a share of 8 Kirats out of 24 Kirats in a piece of land named "Ard Al Fatha" in Kakoun village. This land is bounded on the south by a water course, from the north by a public road, on the east by the heirs of Abdul Rahim and on the west by Alton Al Tayan. I have always used this land together with my partners, the heirs of Ibrahim Abu Hantash. The Department of Agriculture has recently claimed that this piece of land was vacant (mahlul) and took possession of same. I have served a Notary Public Notice on the Registrar of Lands and asked him that he should bring an action against me before the Courts if he has any claim on the land, but the Registrar of Lands did not comply with my request and the Departments of Agriculture and Lands took hold of a part of this land covering an area of 20 dunums.

Whereas the action taken by the Departments of Lands and Agriculture is illegal; and

Whereas the piece of land appropriated by these Departments forms part of the share registered in our name in respect of which we hold a title deed; and

Whereas we have used this land for a long period;

Therefore I request Your Honour to order the Departments of Lands and Agriculture to restore to me the land referred to and to uproot the trees planted on it or to accept its value as uprooted.

Proofs: Title Deed and witnesses

(Sgd.) Mahmoud Essa Abu Hantash.

29th April, 1927.

Submitted to the Hon. the Chief Secretary.

30.4.27. (Sgd.) C.C. District Ct. Nablus.

TLR.1/12/1.

Registrar of Lands,
Tulkarem.
26th,April,1927.

Director of Lands,
Jerusalem.

Subject:-Basset Sheikh Salah(D/Tul/30.
Reference:-Your G.498 dated 19.4.27.

The above swampy is situated at Wad El-Hawarith Esharki and is registered as measuring 180 Donums in the name of the Ottoman Treasury under No.3 dated Kan.Awal,1328.

2. It is also entered in the Werko as Grazing ground under Omum No. and bounded as follows:-

N.Main road.
S.El-Tayan,trench and Kakoun village.
E.Tel-Gharbi and Kakoun.
W.Khirbet El-Dalieh.

3. The Finance Officer of Tulkarem informed me that the property in question was always rented to the poeple with its boundaries recorded in their books.

4. On the 24th,June,1926,a commission composed of Youssef Eff.Thabet,Sub.Inspector of Lands,District Officer,Sub. Inspector of Agriculture and Forests,Northern Circle,myself and Surveyor proceeded to the land in question,and in the result of inspection and most careful enquiry made in presence of the Mukhtar and elders of Kakoun village,Mukhtar & elders of Shwekeh village,Mukhtarand elders of Wad El-Hawareth village and adjoining owners,the said Bassah was demarcated and final boundaries,as shown on the plan,was fixed.

5. A part of the Bassin the Southern boundary measuring about 14 donums and 1025 Ziras, which was claimed by the petitioner and partners, found to be uncultivated since a long period, was considered as lying within the boundaries of the Bass.

6. I have searched my registers and found out the attached extract of registration of the property belonging to the petitioner, from which it appears that the boundaries mentioned in the said extract of registration do not coincide to the present boundaries.

7. The owners of the disputed plots in question, together with the other plots on the Southern boundary of the Bass , have lodged claims, begging you to kindly instruct the Registrar of lands Tul-Karm to exclude these plots, but from para 2 of your letter D/TUL/30 of 5/11/26, it appeared that their claims could not be admitted, and the plots were considered as lying within the original boundaries of the said Bass.

8. The bass in question was handed over to the Department of Agriculture since last year, and a living hedge of Eucalyptus trees was effected round the property.

9. It has come to my knowledge that while the planting operation was in progress, some of the lands inside the plantation was being ploughed and sown by some persons. The Agriculture Office tried in vain to know their names,but could not, as it appeared that such work was commenced either at night, or at times when no body was there at the Bass.

10. The Sub-Inspector of Agriculture has visited the bass in question on several occasions, and also as a member of a committee, which demarcated the property, expressed a technical openion, that the plots of land claimed by the petitioner was a part of the Bass, basing his openion on the vegitation that was on the ploughed land,being swampy weeds that grow only on marshy lands together with the colour and condition of the soil ploughed.

11. On 14-12-25 a certain Mr. Madorsky and Saleh El- Audeh reported to the Government in writing that Mahmoud Ibn Easa Abu Hantash has tresspassed on the Bass lands, by boughing a part of it.

12. These gentlmen were lessors of the Bass on 1924-1925,and has taken over the property with defined boundaries for cutting the grass grown on the Bass and making same into hay. Their statement is of value as being lessors of the place,and have stated that the ploughing of this plot was only done recently in order to rob Government land, and that when they were the lessors the plot claimed was part of the Bass.

13. Thise statement correspond; with the technical openion of the Sub-Inspector of Agriculture and Forests that the land in question was

recently ploughed and that it was a part of the Bass, judging by the exsistence of the roots and the plants of the herbs that grow on swampy lands together with the nature and colour of the soil.

14. For your information please.

IJ/MAG

REGISTRAR OF LANDS

G.498.

19th April 1927.

Registrar of Lands,
Tulkarem.

---

Subject :- Claim of Mahmoud Ibn Issa
Abu Mantash of Kakoun village.

---

I enclose herewith a petition submitted by the above person to the Land Court, Samaria.

2. Please report on the facts of this petition and return it together with any files that may refer.

DIRECTOR OF LANDS

IKB/-

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

No 4898/27

15th April, 1927.

Reference to previous correspondence :

No

The Chief Secretary presents his compliments to Director,

Department of Lands ,

and has the honour to enclose the undermentioned documents for ~~information~~ observations ~~action~~

and ~~return.~~ retention.

Subject : Plot of land in Kakun village.

5813—10000—15/12/25—Sl. P.

| Date | Description |
|---|---|
| 23/3/27 | Petition by Mahmoud ben Eissa Mantash for permission to sue Government. |

T r a n s l a t i o n.

His Honour,
The President,
Samaria Law Court.

Plaintiff : Mahmoud Ibn Isa Abu Hantash of Kakoun village, Tul-Karem Sub-District.

Defendants : The Director of Lands and the Director of Agriculture.

I own 8 Kirats out of 24 Kirats of a piece of land in the village of Kakoun bounded from the South by a water spring; from the North by pub - lic road; from the East by a piece of land belonging to the heirs of Abdul Rahim and from the West by Alton Al Fayan. I have always be in possession of this piece of land together with my partnars, heir of Ibrahim Abu Hautash. The Department of Agricul- ture has recently claimed that part of the land is Mahloul land and attempted to take possession of same. I have warned the Register of Lands in the matter and informed him that if he has any claim upon the Land in question he should bring an action to prove his claim in the usual way before the Civil Courts, but the Registrar of Lands has failed to do so. On the contrary the Departments of Land and Agriculture took possession of 20 dunums of my Land claimed to be Mahloul land and erected cairns on the land to show its boundaries and planted it with Eucaplytus trees.

Whereas the action of the Departments of Land and Agriculture is illegal, to be Mahloul is included in the land owned by us by virtue of a title deed; and

and the land alleged

Whereas we have always cultivated this land without any interference.

I therefore request that Judgement be given calling upon the Departments of Lands and Argi- culture to restore to us the land in question after the trees have been uprooted or on payment of the cost of trees and making these two Departments liable for payment of costs and Advocate fees.

I request that this petition be submitted to the competent authorities for permission to bring this action.

Mahmoud Esa Abu Hautash

22nd March, 1927.

Submitted to the Honourable the Chief Secretary.

(Sgd) Chief Clerk

23/3/27

D/Tul/30.

26th July 1927.

A/Director of Agriculture & Forest
Jerusalem.

---

Subject :- Bassat Sheikh Salah
and Bassat Dalieh.
Reference :- Your 212/28 of 23.7.27.

Bassat Sheikh Salah is recorded under State Domain Reference No.D/Tul/30, and Bassat Dalieh is recorded under No.D/Tul/31.

2. All other particulars of registration are the same as those shown in the Tabu extracts forwarded to you previously.

(Sgd.) J.N. Hill
DIRECTOR OF LANDS

IKB/MG.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS.
HAIFA

In your reply please quote
No. Ag/ 212/28.

Telephone: — No. 31 Haifa.

DEPARTMENT OF LANDS
File 28
24 JUL 1927
9612

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES.
~~MT. CARMEL,~~
~~HAIFA~~

23, July, 1927. Jerusalem.

Subject Bassat Sheikh Salah and Bassat Dalieh.
REFERENCE: Your D/Tul/30 - 2591 dated 14th.July, 1927.

Director of Lands,
JERUSALEM.

Receipt of certified extracts of registration is acknowledged.

I should be obliged if you would furnish the State Domain Registration particulars of the two properties.

ACTING DIRECTOR OF AGRICULTURE
AND FORESTS.

DR/

D/Tul/30

14th July 1927.

A/Director of Agriculture
and Forests,
Jerusalem.

---

Subject : Bassat Sheikh Salah -D/Tul/30, & Bassat Dalieh- D/Tul/31.

Reference: Your letter No. 212/28 of 4.7.27.

--

I enclose herewith two certified extracts of registration in respect of the above mentioned State Domains for your information and retention.

DIRECTOR OF LANDS.

IKB/RP.

TLR/16/25

Registrar of Lands,

Tul-Karem,

9th. July 1927

---

Director of Lands,
Jerusalem.

---

Subject :- Basset Sheikh Salah D/TUL/30
Reference :- Your's D/TUL/30 of 7th. July 1927

I beg to enclose herewith two extracts of registration, as requested in your letter under reference, please.

MAG

REGISTRAR OF LANDS

| المؤشر | تاريخ | موقع | الجنس | دونم | متر | شيف | قرية | صدور | جهة تقدم | وصل تذكرة | تاريخ | نقد وزراعة بتقف السنة الجديدة | ملاحظات |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ٢ | طابو ٢٧٨ | | جاية | ١٨٠ | ٢٤٨٧ | ٤٠٠٠ | | شرقي القرية دارة فاخورة المحاز بتق قرية الجبة الغربي نافلة طابو علم دارة القرية غرباً صدور بعة الدايه جنوباً دارة الياسه وصدة الخندقة دارة سويكي | بوز سك آ دو نفذه جابه ناهد نامه سفت سنه بنفذ بنسخة اردى هما يوخذ نامه ٥ بقيه انكيه لدا دفز خافي ماهور لعفا [illegible] ٢٧٨ نزودلو شوبا عديسيه ١٧ ارنه [illegible] وبه كزندكره سنه وربط قضا ماكديه بكندكر ١٧ نه تاريخ مذكره ٧ بياجق دولفيه عشاية نافوخزينة جليد مالية نامه تصحيحا سنه وبالسنه | ٢ | | | شماتا<br>دوفيه عشاية نافوخزينة جليد مالكيه نامه |

مطابقة للأصل ٩ / ٢ / ٩٤٧

سعيد داود

D/Tul/30.

7th July 1927.

Registrar of Lands,
Tulkarem.

Subject :- Bassat Sheikh Salah -
D/Tul/30.

I shall be obliged if you will forward as soon as possible two certified extracts of registration in respect of the above mentioned property.

2. Copy of the required registration is enclosed herewith for your guidance.

DIRECTOR OF LANDS

IKB/MG.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS.
HAIFA

In your reply please quote
No. Ag 212/28.

Telephone: — No. 31 Haifa.

2/37.
2195

DEPARTMENT OF AGRICULTURE.
FORESTS & FISHERIES.
~~MT. CARMEL.~~
~~HAIFA~~ Jerusalem.

4th July, 1927.

Subject Bassas Sheikh Saleh and Dalieh.-
Tulkarem Sub -
District.

B/Tul/30
31

Director of Lands,
JERUSALEM.

Will you please let me have all the particulars of registration of the above mentioned bassas.

I am anxious to declare these bassas forest reserves and closed forest areas, and I shall be glad of an early reply.

ACTING DIRECTOR OF AGRICULTURE
AND FORESTS.

DR/

D/Tul/30.

5th November 1926

District Officer,
Tulkarem.

Subject:- Bassa Sheikh Salah - Tulkarem
Reference:- Your D/Tul/30 of 26.1.26.to
D.C.H.D. Haifa.

You are in possession of a copy of the report dated 24.6.26 by Yusef Eff. Thabet, etc. in connection with the above and now enclose a print of the plan.

2. The claims schwon on the plan and mentioned in the report cannot be admitted and these plots are considered as lying within the Government land.

3. The land has already been handed over to the Department of Agriculture and it is now understood that action will be taken by that Department to plant a live boundary hedge.

DIRECTOR OF LANDS

Copy to:- Director of Agriculture
and Forests
(Ref.Ag/193/8 of 1.2.26)
(with copy of plan)
Registrar of Lands, Tulkarem
District Commissioner,
Northern District
Haifa.
(Ref.1517 of 8.2.26)

Fol 30

Dredge Hands.

Subject. Basal Sheikh Saleh

This area was on 20.9.26 inspected by Lt Dunkham the Bennett Company with TDO by Rafeb (R) Guard & Babet & Lt Peyton Hands Talkman. The muktaro & claimants in respect of the claimed plots were present with the exception of Hut Tayan whose thumb was present.

It was again admitted that the plots had not been ploughed this year except those claimed that they used the cultivable years before.

In the circumstances the Government should maintain their boundaries in accordance with the plan & the coconuts cultivable of the claimed plots should be allowed.

The land is required for the Office & the cultivation in view of the valuable crop of this area this department should be officially requested to arrange for a live hedge to be planted around boundaries in accordance with the plan above.

Yes. MD. 11/10/26

21.9.26

Maurice Bennett.

سعادة مدير الأراضي بالقدس الشريف المحترم

قضاء طولكرم
نمرة ٢

١٢ / ٧ / ٩٢٦

الموضوع — أراضي الحكومة — المستغلات

جواباً على مكتوبكم نمرة ٢ / طولكرم / ٢٠ / المؤرخ ١٢ / ٧ / ٩٢٦
بخصوص التعليمات المربوطة بمكتوب سعادتكم المذكور فحصنا البصات المذكوره وحققنا ما هاتهم وعدودهم ووضعنا
علامات على عدودهم وعملنا تقاريراً عنها كل دوسية لحدتها وربطناهم بها موفرائد المساحه الذي بخصوصهم
الدوسيات المذكوره التي تحت نمر (٢٠) و (٢١) و (٢٢) و (٦٠) مقدمهم لسعادتكم طيه واقبلوا احترامي

عبد تايه
مفتش الأراضي

Tulkarem District,
No. 3.

13-7-26.

Director of Lands

Subject :- Government Lands - Swamps.
Reference :- Your D/Tib/30 of 22.2.26.

In compliance with the instructions given in your above quoted letter, we have duly inspected the above swamps and knew their boundaries and areas.

I have written a report on each file and attached them thereto together with survey plans.

Files 30, 31, 32 & 60 are returned herewith.

(Sgd) Yousef Thabet.

Translation.

In compliance with the order of the Director of Lands No. D/Tul/30 dated 23-2-26, we have duly inspected the plot of land known as Bassat Sederat Sheikh Salah and concluded the following :-

1. The above Bassah lies in Wad El Hawareth El Sharki of Tulkarem Sub-District, and registered in the Tabou on the name of the Finance under No. 3 dated December 1328 with an area of 180 donums and boundaries as follows :-

South: Ard El Tayan, the trench, And Kakoun and Ard Shwaikeh.

East : Tel El Nourieh and Southward to Ard Kakoun.

North: Public Road and Ard El Sifrieh.

West : Bassat Dalieh.

2. According to the plan prepared by the Land Department Surveyor of Nablus , the area of the above Government Bassah together with some Mahlul lands lying on the south was found to be as follows :-

| | | |
|---|---|---|
| (a) Area of Government Bassah | 239 dus. | & 551 pics |
| (b) Plot in dispute by [illegible] Tayan | 45 " | &1021 " |
| (c) Plot in dispute by Kakoun Inhabitants | 14 " | &1025 " |
| (d) Three plots in dispute by Shwaikeh Inhabitants | 4 " | & 389 " |

The present situation of the above Bassah corresponds with the above boundaries; but its area exceeds the registered area by 59 donums approximately.

On the southern boundary of the above Bassah there lie five plots of land measuring a total area of 64 dus. and 835 pics left for a long time without cultivation. The locality of each is shown on the plan.

One of them is claimed by Mr. Tayan; the second is said to belong to Mahmoud El Eisa, Ahmed El Ibrahim, Deib El Abd El Kader & Hussein El Ali of Kakoun village; and the three remaining plots are said to belong to Abdel Rahim El Haj Abdallah, Abdallah El Haj Yousef, El Rajeh El Haj Mohamed and awlad Abdel Hafez of Shweikeh village.

Whereas the area mentioned in the old kushans of claimants lands, adjacent to the above five plots, is a small one, therefore claimants may either advance on or recede from their boundaries, as their lands are compact to the southern boundary which is a large one. And whereas there are no firm limits in the said side, therefore in either case (advancing or receding), it cannot be but a southern boundary to the Bassah and the said kushans cannot be valid for argument.

3. And whereas there are no firm limits between the southern boundary of the Bassah and the adjacent lands, and whereas the Mukhtars and elders confess that the five plots above quoted have not been cultivated for more than three years as per Mazbata dated 11 January 1926, and further whereas the Inspector of Agriculture & Forests confirms the above facts, therefore you will kindly give your orders to claim these five plots with the area of 64 donums and 835 pics as Mahlul.

4. The area and boundaries of the Government Bassah have been fixed and shown on the plan attached hereto.

5. In compliance with the letter sent by the Director of Lands to the District Commissioner, Northern District, dated 4th Feb.1926 No. D/Tul/30, the above Bassah was handed over to the Department of Agriculture & Forests.

(Sgd) Said Daoud
D.C.Tulkarem.

(Sgd) Youseef Thabet
Inspector of Lands.

24/7/26

قضاء طول كرم
منح الزيور
٧

بموجب امر مديرية الاوقاف نمره /د/ طول كرم /٢٠/ تاريخ ١٧/٧/٩٢٦ كشفنا
عالبصة سدرات الشيخ صلاح الت اوراه مخابرتها بدوسية نمره (٢٠) والنتيجه كما يأتي

١ الارض البصة سدرات الشيخ صلاح المذكوره واقعه في وادي الحوارث الشرقي التابع الى قضاء طول كرم والبصة المذكوره مقيده بسجل الطابو باسم الخزينه المالية تحت نمره (٢) بتاريخ كانون اول ١٣٢٨ مالية ومقيد مساحتها بالسجل المذكور (١٨٠) دونم وحدودها بموجب قيد الطابو كما يأتي

جنوبا ارض التياه وحده الخندقه وارض قاقوه وارض شويكه
شرقا تل الغوريه وارض قاقوه المحاذيه لتل الغوريه لجهة القبل
شمالا طريق عام وارض السفريه
غربا حدود البصة الدائيه

٢ مساحة بصة الحكومه المذكوره مع اراضي المحاوله الواقعه في حدود البصه من الجهة الجنوبيه بموجب الخريطه المنظمه بمعرفه مساحي دائرة اراضي نابلس

| زراعي | دونم | |
|---|---|---|
| ٥٥١ | ٧٢٩ | مساحة بصة الحكومه المذكوره |
| ١٠٧١ | ٤٥ | مساحة القطعه المنازع فيها مع فواجه تياه احمد المجاوريه |
| ١٠٧٥ | ١٤ | مساحة القطعه المنازع فيها مع اهالي قريه قاقوه |
| ٢٨٩ | ٤ | مساحة ثلاثة قطع المنازع فيهم مع اهالي قريه شويكه |

٧ فحصنا بصة الحكومه المذكوره وحدودها فرأينا لها بالنظر لوضعيتها الحاضره موقعه ورأينا مساحتها تزيد عما قيد الطابو مقدار تسعة وخمسون دونم وكسور اي (مقدار الربع) تقريبا
انما موجود في حدود البصه في الجهة الجنوبيه خمسة قطع اراضي مجموع مساحتهم (٦٤) دونم و(٨٢٥) زراعي البصه وضعيتهم بالخريطه ومفرداتهم اعلاه معطليه قديما بلا زراعه
انه الخمسة قطع المذكوره يدعي بأحدها الحواجه تياه والثانيه يدعونها انها الى محمود العيس واحمد الابراهيم وديب العبد القادر وحسين العلي من اهالي قريه قاقوه وثلاثة قطع الباقيه يدعونها انهم الى عبد الرحيم الحاج عبد الله وعبد الله الحاج يوسف والراجح الحاج محمد وابنا عبد الحافظ من اهالي قريه شويكه وتسندهم على قوايمهم بدليل

؟ حال كونه بالنظر لجزئية مقدار المساحه الى بقوجانات الطابو القديمه المختصه بأراضي المدعيه المجاوره الى الخمسة قطع المذكوريه فالمدعيه بأملاكهم القديم والتأخير بالحدود لو انها اراضيهم فلوضعيه للجهة الجنوبيه المذكوره منها جميعها لكونه لم يوجد حدود ثابته بالجهة المذكوره وذلك عن ملاكها الحاليه بالتقديم والتأخير لو تخرج عن كونها حدا جنوبيا للبصه ولو تكون القوايم المذكوره صالحه للاستحجاج

٢ وحيث انه ما كان موجود حدود ثابته بين البصة الجنوبي وبين الاراضي المجاوره لها وبما انه المختار [illegible] ايضا يقرر بأن الخمسة قطع المذكوره لم تحرث مدة مدة تزيد عن ثلاثة سنوات حسب المضبطه المتقدمه بتاريخ ١١ كانون اول ٩٢٦ الموجوده بالدوسيه وكون مقتضى الزراعة والاحراش يؤيد عدم زراعتهم مدة طويله بناء عليه ان الرأي مع دعوه

اعطاء الأمر بخصوص اعاده معاملة الحصة تقع الى مجموع مساحتهم (٦٤) دونم و (٨٢٥) زراع بحسب مفرزاتهم المبينه اعلاه

مقتضاه مامورية البلدة المذكوره وعينا حدودها ووضعنا علامات على حدود لها الغير ثابتة حسبما هو مرسوم بالخريطه المذكوره والمربوطه طيه

بموجب المكتوب المرسل من مديرية الأراضي الى عالي المنطقة الشمالية بتاريخ ٤/٧/٢٦ نمره ٢٠ طول تسلمت بصة اسدرات الشيخ مصلوح المذكوره الى دائرة الزراعه والأحراش فوطول كرم

ولذلك صار تنظيم هذا الراپور وتقديمه مع الخريطه المذكوره الى مديرية الأراضي المحترمه ٦/٧/٢٦

مفتش الأراضي

قائمقام

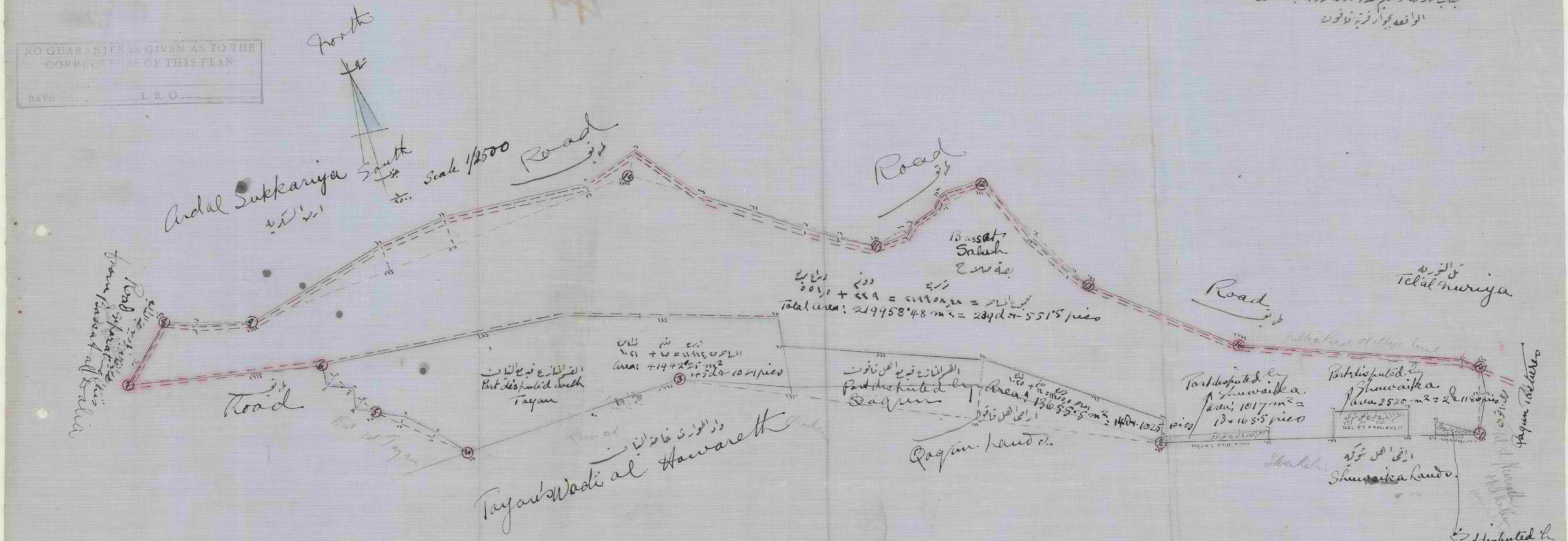
قضاء طول كرم

حسب الطلب تسلمت نسخه عن هذا الراپور الى قائمقام قضاء طول كرم

Translated
RBB
22/7/26

NO GUARANTEE IS GIVEN AS TO THE CORRECTNESS OF THIS PLAN

DATE L.R.O.




This survey shows the boundaries exactly as they were shown to me on 1 March 1926

(sd) Ibrahim Khammash
Surveyor

D/Tul/30.

12th April 1926

Yusef Eff. Thabet,
Land Registry,
Jaffa.

Subject:- State Domains -
Tulkarem - Swamps.
D/Tul/30, 31, 32 and 60.

I shall be obliged if you will inform me when I may expect the reports called for in my letter of even number dated 23.2.26 and the return of my above files.

2. I particularly desire the return of file D/Tul/32 and shall be grateful if you will forward it at once.

DIRECTOR OF LANDS

KLH.

D/Tul/30.

23rd February 1926

42

Yusef Eff. Thabet
C/o District Officer,
Tulkarem.

Subject:- State Domains -
Tulkarem - Swamps.

I am forwarding herewith my files D/Tul/30,31,32 and 60, in which you will find a copy of my note.

2. I shall be glad if you will render a report separately on each of these files and your attention is drawn to the last paragraph of the note.

DIRECTOR OF LANDS

Copy to:- District Officer,
Tulkarem
Registrar of Lands
Tulkarem.

KLH.

23.2.26.

426.

Note on files D/Tul/60, D/Tul/30,31,32.

Difficulties arose recently in regard to the Swamps of Wadi Iawareth and their location, which have led to some confusion.

It is desired therefore to trace briefly the position with regard to these State properties.

There are 3 swamps belonging to the Government namely:-

1) Bassat Sheikh Mahmud.
2) Bassat El Dalia and
3) Bassat Sheikh Salah.

There is another swamp situated within the sandy lands of Zeita Village belonging to the Government too.

The correspondence on the above mentioned files confuse very often these swamps with the sandy lands of Zeita Village which is a Government property too.

With regard to the location of the first swamp or Bassat Sheikh Mahmud which is apparently the swamp referred to in D/Tul/60, there are no particulars on the file.

The correspondence sometimes refers to Bassat Sheikh Mahmud and sometimes to Bassat El Gazazeh.

Both swamps are apparently adjoining each other and it is most desirable that Yusef Eff. Tabet should inspect and render full report with regard to their position.

In regard to Bassat El Dalia a report of Yusef Eff. Tabet is on the file and it seems advisable that a plan should be made with regard to this land, at the earliest convenience and the boundaries be defined permanently since encroachment takes place constantly on this swamp.

In regard to Bassat Sheikh Salah a valuable report has been rendered by a Commission composed of the District Officer of Tulkarem, Sub-Inspector of Agriculture and Forests, the Land Registrar and the Mudir Mal of Tulkarem.

The only question which should be dealt with immediately is the survey the ground and the definition of the boundary permanently.

The Commission has revealed that some encroachment took place on this ground but since there is ample evidence orel and written to the effect that this encroachment took place only recently the Commission is of the opinion that the part encroached upon could be declared Mahlul as this land has not been cultivated before.

The duties of Yusef Eff. Tabet at Tulkarem this time seems to me to be the following:-

1) To define the ground of each of these swamps together with the District Officer and the Surveyor of Nablus.
2) To arrange for the survey of these properties.
3) To fix permanent boundary marks.
4) To report on the possibilities of making Mahlul those parts of the swamps encroached upon.
5) To clear up the position in regard to the 2 swamps called Bassat Sheikh Mahmud and the Bassat Gazazeh.

6) To report on each property separate

23.2.26.

112a

Note on files D/Tul/60,D/Tul/30,31,32.

Difficulties arose recently in regard to the Swamps of Wadi Hawareth and their location,which have led to some confusion.

It is desired therefore to trace briefly the position with regard to these State properties.

There are 3 swamps belonging to the Government namely.-

1) Bassat Sheikh Ma.mud.
2) Bassat El Daila and
3) Bassat Sheikh Salah.

There is another swamp situated within the sandy lands of Zeita Village belonging to the Goverrment too.

The correspondence on the above mentioned files confuse very often these swamps with the sandy lands of Zeita Village which is a Government property too.

With regard to the location of the first swamp or Bassat Sheikh Mahmud which is apparently the swamp referred to in D/Tul/60, there are no particulars on the file.

The correspondence sometimes refers to Bassat Sheikh Mahmud and sometimes to Bassat El Gazazeh.

Both swamps are apparently adjoining each other and it is most desirable that Yusef Eff.Thabet should inspect and render full report with regard to their position.

In regard to Bassat El Daila a report of Yusef Eff.Thabet is on the file and it seems advisable that a plan should be made with regard to this land,at the earliest convenience and the boundaries be defined permanently since encroachment takes place constantly on this swamp.

In regard to Bassat Sheikh Salah a valuable report has been rendered by a Commission composed of the District Officer of Tulkarem,Sub-Inspector of Agriculture and Forests, the Land Registrar and the Mudir Mal of Tulkarem.

The only question which should be dealt with immediately is the survey of the ground and the definition of the boundary permanently.

The Commission has revealed that some encroachment took place on this ground but since there is ample evidence orally and written to the effect that this encroachment took place only recently the Commission is of the opinion that the part encroached upon could be declared Mahlul as this land has not been cultivated before.

The duties of Yusef Eff.Thabet at Tulkarem this time seems to me to be the following.-

1) To define the ground of each of these swamps together with the District Officer and the Surveyor of Nablus.
2) To arrange for the survey of these properties.
3) To fix permanent boundary marks.
4) To report on the possibilities of making Mahlul those parts of the swamps encroached upon.
5) To clear up the position in regard to the 2 swamps called Bassat Sheikh Mahmud and the Bassat Gazazeh.

6) To report on each property separately

File No.

5th February 1926

41

D/Tul/30

District Officer,

---

Tulkarem

Subject:- [illegible]

The sum of [illegible] which was due on or before [illegible] D/Tul/30- Saleh Oreh Mohamed

£E.6.750

2. I shall be obliged if you will arrange to have this amount collected and notify me when this is done showing the amount collected on your Monthly Revenue Return [illegible]

[signature]

[illegible]

Paid
R.V. 76282
of 12.1.26

D/Tul/30.

11th February 1926

District Commissioner,
Northern District.

Subject:- Basset Sheikh Saleh -
D/Tul/30.
Reference:- Your 1517 dated 8.2.26.

It is noted that para.4 of District Officer, Tulkarem's letter D/Tul/30 of 26.1.26 states that the rent of the two Bassets to be £.5 whereas the rent for the year ending 14.10.25 was £.31.500 mms.

(Sgd) H. C. BARNETT

A/DIRECTOR OF LANDS

Copy to:- District Officer,
Tulkarem

MCB/KLH.

DEPARTMENT OF LANDS
10 FEB 1926
GOVERNMENT OF PALESTINE

39

No:1517

DISTRICT COMMISSIONER'S OFFICES
H A I F A
8th February, 1926.

District Officer,
Tulkarem.
- - - - - - - - -

Subject:- Basset Sheikh Saleh - Tulkarem
D/Tul/30.

Reference:- Your D/Tul/30 of 26-1-26.

I refer to letter No.D/Tul/30 of the 4th of February 1926 and shall be glad if you will not lease the property in question but place it at the disposal of the Department of Agriculture.

noted.
Rate rents for both properties is LE. 51.500 ending 1.11.25. and the sums mentioned in the D.O.'s letter is not very accurate.

DISTRICT COMMISSIONER

Copy to:-
Dir.of Agriculture 10/2/26
Dir.of Lands.

DEPARTMENT OF LANDS
7. FEB. 1926
GOVERNMENT OF PALESTINE

37

No:1517

DISTRICT COMMISSIONER'S OFFICE
H A I F A

4th February, 1926.

Director of
Agriculture & Forests
Mount Carmel,
Haifa.

- - - - - - - - - - - - - -

Subject:- State Domain Basset Sheikh Saleh - Tulkarem.

I transmit herewith a copy of a letter No.D/Tul/30 of 26-1-26 from the District Officer Tulkarem on this subject, and shall be obliged if you will furnish me with your remarks regarding its contents.

(Signed) E. KEITH-ROACH
DISTRICT COMMISSIONER

S.

Copy to:-
Director of Lands
Jerusalem
(with copy of letter from
D.O.Tulkarem)

No:D/Tul/30

DISTRICT OFFICES
TULAREM
26th January, 1926.

38a

District Commissioner
Northern District
Haifa.

- - - - - - - - - - - -

Subject:- State Domain Basset Sheikh Salah Tulkarem.

Reference:- Your 1517 of 31-8-25 to Director of Lands withe copy to this office.

I now understand that the above mentioned property which is a Bassa together with Basset El Dalieh adjacent to it are required by the Agric. Department for afforestation as well as grazing for the Agric.School animals.

2. A scheme has been put forward by the Sub-Inspector of Agriculture and Forests to the said Department, and as far as I have seen from the correspondence on the subject, the scheme is receiving favourable consideration. It also appears that expenses for afforestation are being included in 1926-27 estimates.

3. I am fully in agreement that the said two Bassas be used by the Agric.Department for their useful scheme.

4. The amount of money derived annually from the lease of the two Bassas is vey insignificant. The last offer for Bassat El Dalieh for instance is £E.5 and it has not yet been leased.

(Sgd) S.Daoud
District Officer
Tulkarem

D/Tul/30.

37

4th February 1936

District Commissioner,
Northern District.

Subject:- Bassat Sheikh Saleh - Tulkarem.
D/Tul/30.

I have now been requested by the Director of Agriculture and Forests to reserve for his Department the above property in connection with the Tulkarem Agricultural School scheme and in the event of your having no objection I shall be obliged if you will inform the District Officer, Tulkarem, that this property should not be let but should at once be handed over as requested.

A/DIRECTOR OF LANDS

Copy to:- Director of Agriculture
& Forests
District Officer, Tulkarem.

MCB/KLH.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS.
HAIFA

In your reply please quote
No. Ag. 193/5.

Telephone :— No. 31 Haifa.

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES.
MT. CARMEL,
HAIFA

36

1st FEBRUARY ~~January~~, 1926.

Subject Bassa Sheikh Salah and Bassa Dalieh.

DEPARTMENT OF LANDS
TIBERIAS
3 FEB 1926
GOVERNMENT OF PALESTINE

D/1 u/30 31

Director of Lands,
JERUSALEM.

I am directed to request you to reserve the two Bassa referred to above for purposes in connection with the Tulkarem Agricultural School Scheme. I understand that the first named has already been reserved; but the second is apparently being put up to auction for grass cutting and no offer higher than £.5 has been received.

I am to inform you that in reply to the League of Nations Questionnaire it has been stated that it is hoped to afford instruction in [illegible]stry and veterinary medicine to senior classes at the school, and that the two Bassa's are required in connection with planting, grazing, hay-cutting, etc.

F.J.T.

DEPUTY DIRECTOR OF AGRICULTURE
AND FORESTS.

FJT/DR

Copy to:-
S/Insp. of Agric.& Forests, Tulkarem.
" " Tulkarem School file.

DEPARTMENT OF LANDS
No. 35
4 FEB 1926
GOVERNMENT OF PALESTINE

No:-D/Tul/30.

District Offices,
T U L K A R M ,
Sub-District.
P.O.B.I.
2nd.February,1926.

35

Director of Lands,
P.O.B.356 .
J E R U S A L E M .

Subject:-State Domains Tul Karm D/Tul/30.
Reference:-Your D/Tul/30 of 29.I.1926.

This property, though called Bass (Swamp) still no water runs over the surface.

2. It is possible for a surveyorto perform his operations at any time.

3. It is advisable to start immediately in order to establish a proper boundary, to avoid any further encroaching from the neighbouring cultivators please.

SD/FM.

District Officer,
T U L K A R M.
(Asst)

34

D/Tul/30

29th January 1926.

Chief Secretary.

Subject :- Petition by Aharon Amdursky and Levy Amdursky.
Reference :- No.7390/25 of the 8/1/26.

An officer of this Department is being detailed to investigate and ascertain whether an encroachment has actually taken place on the property of the Government, referred to in the above application.

DIRECTOR OF LANDS

BF/MG.

D/Tul/30.

33

29th January 1926.

District Officer
Tulkarem.

Subject :- State Domains - Tulkarem D/Tul/30
Reference :- Your D/Tul/30 of the 13/1/26

An Officer of this Department together with a surveyor will be detailed to demarcate the boundaries of this land, but as this property consists of marshy ground, I shall be much obliged if you will inform me when would be the most convenient time to start with such demarcation.

DIRECTOR OF LANDS

Copy to:- District Commissioner
Haifa
(Ref.1517 of the 21/1/26.)

BF/MG.

32

1517

D/Tul/30

DEPT. OF LANDS
24. JAN. 1926
GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICE
H A I F A
21st January 1926.

Director of Lands,
Jerusalem.
- - - - - - - - - -

SUBJECT : Petition by Aharon Madoursky & Levy Amdursky re Bassat Sheikh Salah of Kakoun village.
REFERENCE: Your D/Tul/30 of 12-1-26 and D.O.Tulkarem's letter No.D/Tul/30 of 13-1-26 copy to you.

---

I transmit herewith a translation of a petition addressed to His Excellency the High Commissioner which I presume is somewhat similar to that to which you refer in your letter quoted above.

2. You will doubtless write to the Chief Secretary on the matter; and I shall be grateful if you will furnish me with a copy of your communication.

DISTRICT COMMISSIONER.

G.

32a

COPY.

TRANSLATION.

14-12-25.

His Excellency
The High Commissioner.

Every year Government used to lease the State Land known as Bassat Sheikh Sa ah of Kakoun village, Tul Karem Sub-District. In the year 1925 it was leased to us in partnership with Saleh el Odeh of Kakoun village. Yesterday under the Collective Responsibility Ord. the villagers of Kakoun were sentenced by the Court to pay a sum of L.E.396 cost of dry straw which was reaped by our machines and labour and which was burnt. In order to prove that the Bassat Area does not yield a crop equivalent, in quantity, to that claimed to be burnt down and for which the judgment was passed, a certain Mahmud el Issa and his cousin Abd. Ibrahim at the instance of Abdel Latif Abu Hantash of the same village appropriated a portion of this State Land and ploughed same by means of an iron plough drawn by six horses especially hired for the purpose. Whereas the thief who steals Government property is criminally responsible and whereas the following up such matters is within the jurisdiction of the post of the Public Prosecutor, we submit this information for any appropriate action.

Sgd. Aharon Madoursky
Levitsky Madoum (? )

No:-D/Tul/30.

District Offices,
Tul Karm.
Sub - District.
P.O.B.No.1.
14th, January, 1926.

31

Director of Lands,
P.O.B.No.356,
J e r u s a l e m.

---

BF 30.1.26 [illegible]

Subject State Domain-Tul Karm - Bassat Sheikh Salah.
Reference:- Your D/Tul/30 of 12.1.26.

---

I enclose herewith copy of my report to the District Commissioner, Northern District, Haifa on the subject for consideration, and necessary action, please.

SD/EL. [illegible]

This seems the question as to whether Land is to be declared Mushaki Talab - ml. [illegible]

[illegible]
District Officer,
Tul Karm.

[illegible]

No:-D/Tal/30.

Dated, Jaipur, the 16th Jan 1930.

From

The District Officer,
Tal Asra.

To

The Director of Lands,
P.O.B.No.oOo,
J a i p u r .

---

Subject:- Asra Dongri-Tal Asra - Bazaar Sheikh ka Kuh.

Reference:- Your D/Tal/30 of 12.1.30.

---

I enclose herewith copy of my report to the District Commissioner, Northern District Bajla on the subject for consideration, and necessary action, please.

The District Officer,
Tal Asra.

No:-D/Tul/30.

30

District Offices,
T U L K A R M,
Sub-District,
P.O.B.I.
I3th. January, I926.

District Commissioner,
Northern District,
H A I F A.

Subject:-Bassat El Sheikh Salah.
Reference:-Your I5I7 dated 2I.I2.25.

Close investigations were made by District Officer, Sub-Inspector of Agriculture and Forests, Mudir Mal and Land Registrar of Tul Karm, and the result of our investigations is as follows:-

(I) There is no dispute about the boundaries of the Bassat, in the North, East, and West. The bounderies given in the State Domain Kushan for these sides, correspond with those shown on the spot and they are very clear.

(2) The dispute on trouble is about the southern boundary only. The Kushan gives the boundary on this side, a Khandak or Trench, and it mentions that this Khandak is separating the Bassat from the land of Tayan, and from that of Kakon, and Shewaikeh people.

(3) During the Turkish time there was a dispute about the boundary on the south side of the Bassat, and the Government then compelled Tayan to dig a Khandak. This he did, but as many years past since the Khandak was made, it was filled up again with earth and is now very vague.

(4) The people point out to a set of stones placed together as shown in point A, on attached plan as the head of the Khandak. Single stones are shown from this point all along the south side of the Bassat, at a distance of about 200 yards each, indicating the limit between the Bassat and adjacent land, belonging to Tayan, Kakon and Shewaikeh people as far as the East boundary.

(5) As you see on the plan the Kakon people have newly ploughed this year a plot of land marked X, about I8 donums, and Shewaikeh people ploughed the plot marked X X , about I5 donums. They claim that they own these by a Kushan and that their land extend as far as the above mentioned stones. You will also notice that the plot belonging to Tayan and marked ½. is not ploughed, but is claimed by him just the same as the others. The parties concerned say that in years when heavy rains fall they cannot plough the land, but such year as this they did because the rains were not so heavy.

(6) While the Commission is of the opinion that there was no tresspass on the Bassat, as yet it is claimed by petitioner of the opinion that the above mentioned three plots of land are Mahloul and should be dealt with as such. Both from the written evidance of the Mukhtars and elders of Kakon (Copy attached) and from the tecknical knowledge of the Sub-Inspector and Forests as well as that of the members of the Commission, it appeared that the two plots which have been ploughed by Kakon and Shewaikeh people this year together with the unploughed plot belonging to Tayan, these three plots have not been ploughed or cultivated for more than three years.

P.T.O.

(7) This is however a matter for the Land Department to prove as this Department is in the habit of sending one of its inspectors to investigate such cases.

(8) As such disputes about the boundaries of the three Bassats in this Sub-District are frequent, I have often asked the Land Department to send a special Surveyor, to determine the exact boundaries of the Bassats, and to provide this office with proper plans for same and if possible definite marks should be fixed, but I was recently told that no Government Surveyor is at present avaible as all have their hands full, and that one will be sent at the first chance. I shall be glad therefore if you will kindly communicate with the Director of Lands with a view to send a Surveyor as soon as possible, as this will enable me to settle the disputes in future without delay.

(9) I am also sending the Director of Lands a copy of this report in answer to his letter received yesterday, copy attached.

District Officer,
T U L K A R E M.

Copy to?-Director of Lands,
P.O.B.356,
Jerusalem

" " District Officer
Nablus Area
N A B L U S.

---

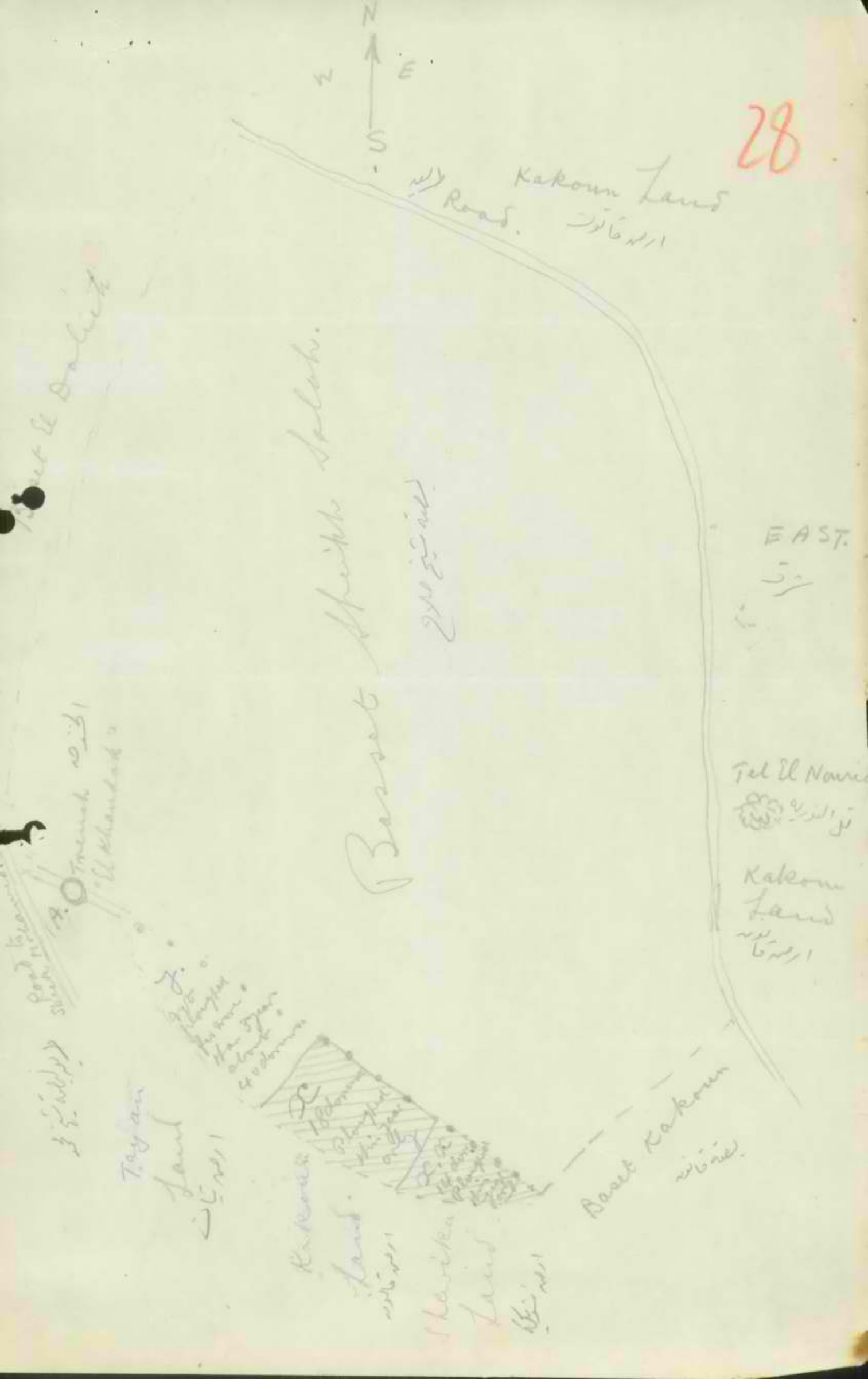
SD/FM

Enclosures:-

Translation.

29

We the undersigned Mukhtars of Kakoun village, Mohamed Youssef El-Zidan and Rasheed El-Sherbaji,and elders Mustafa Ahmed Hafi,El-Abd El-Sheikh Ghanim, Saleh El-Abd El-Said,Deeb El-Kassar, Said Hassan El-Sheli and Mahmud El-Issa of Kakoun village certify that the southern boundary of the Bassa known as Basset Sidrat El-Sheikh Saleh is bounded by land of Moh-d.El-Issa,Ahmed El-Ibrahim,Deeb El-Abd El-Kader and Hussein El-Ali of Kakoun village, and that a part of this land measuring about 10 donums has been ploughed this year only and before this year it was left three successive years without cultivation,and that the southern boundary of the said Bassa is bounded by land of Abdel-Raheem El-Haj Abdallah, Abdallah El-Haj Youssef,El-Rajeh El-Haj Moh-d. and sons of Abdel-Hafez,and a part of this land adjoining to the Bassa of an area of 14 donums has been ploughed this year only,and has never been previously ploughed for a period of more than 12 successive years,and that the land of El-Tayan on the southern boundary of El-Bassa which is still uncultivated was left so for a period of more than 3 successive years.


N
W
E
S
28
Kakoum Land
Road.
EAST.
Tel El Nouri
Kakoum
Land
Baout Kakoum

21

صورة طبق الاصل

نحن الموقعين ادناه اثنا واحدا نابذ به ادناه مختار قرية قاقون محمد يوسف الزيدان ومختار ثاني قاقون رشيد الشرجي واخيارية قرية قاقون مصطفى احمد هاني والعبد الشيخ غانم وصالح ابو السعيد ودبب النجار وسعيد حسن الشوبي ومحمد العيس نقر ونعترف ان قطعة الارض التي تحد البقعة المرهونة ببقعة سيدات الشيخ صلاح خاصة وملك محمد العيس واحمد الابراهيم ودبب العبد القادر وحسين العلي جميعهم من اهالي قاقون وان مقدار عشرة دونمات منها زرع في هذه السنة فقط وانه لم يجرث من قبل هذه السنة من مدة ثلاث سنوات متواليات وان الارض التي من الحد الجنوبي التي هي اراضي شوبكة هي خاصة عبد الرحيم الحاج عبد الله من شوبكة وعبد الله الحاج يوسف والراهيم الحاج محمد وابناء عبد الحافظ وان قسم واقع على حد البقعة المذكورة من هذه الارض لبقدر تقريبا اربعة عشر دونما لم تزرع منذ واحد عشر سنة متواليه ولم يجرث الا في هذه السنة فقط وان الارض التي لا تزال غير محدودة الواقعة ايضا على حد البقعة المذكورة العائدة للنيابان ولم تزرع منذ ثلاث سنوات متواليات لذلك صار اعطاء هذه الضبطة بحقنا حسب الاصول. ا.

مختار اول قرية قاقون — مختار ثاني

محمد الزيدان — رشيد الشرجي

في ١١ كانون ثاني ٤٦

سعيد حسن الشوبي — صالح العبد اسعيد — مصطفى احمد — محمد العيس ابو حنان

دبب النجار — العبد الشيخ غانم

DISTRICT OFFICE
TULKARM

D/Tul/30.

26

12th January 1926

District Officer,
Tulkarem

Subject:- State Domains - Tulkarem
- Basset Sh. Saleh
D/Tul/30.

I enclose herewith translation of a petition from Aharon Amdursky and Levy Amdursky, forwarded by the Chief Secretary, and shall be grateful if you will let me have a report on the complaint contained therein.

2. The Registrar of Lands, Tulkarem, will give you any assistance you require.

A/DIRECTOR OF LANDS

Copy to:- Registrar of Lands
Tulkarem.

KLH.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

No. 7390/25.

8th January, 1926.

*Reference to previous correspondence:*

*No.*

*The Chief Secretary presents his compliments to* Director, Department of Lands, *and has the honour to enclose the undermentioned documents for* ~~information~~ / ~~observation~~ / *action and* *retention* ~~xxxxx~~ appropriate

---

*Subject:-* Petition by Aharon Amdursky and Levy Amdursky.

| *Date.* | *Description.* |
|---|---|
| 14th December, 1925. | Translation of a petition from Aharon Amdursky and Levy Amdursky. |

250.

Petitioners Aharon Amdursky and Levy Amdursky state that in accordance with the provisions of the Collective Responsibility Ordinance they obtained a judgment in their favour against the inhabitants of Kakun village for the sum of £E.396 cost of hay harvested by means of Agricultural Machinery from Miri lands known as Bassat Shukr Salah, Kakun village, which they farmed in 1925.

In order to prove that the area does not produce hay for the sum claimed, Mahmud Al-Isa and his cousin have, by the instigation of Abdul Latif Abu Hantash, trespassed upon the said Bassat and included a part of it in their own lands.

Whereas the thieves of Government Property should be taken as responsible under the above-mentioned law, Petitioners submit this information to His Excellency so that the Government may take the necessary steps to punish the offenders.

24

D/Tul/30

November 5th,1925

District Officer,
Tulkarem.

Subject:- State Domains
Rents-D/Tul/30

It is noted that the sum of £E.6.250, in respect of the above property, for the year 1924-25 is still in arrear.

I shall be obliged if you will arrange to have this amount collected as soon as possible and notify me when this is done showing the amount collected on your Monthly Revenue Return F.32A

Please note that tenants should not be allowed to get into arrear, and the terms of the agreement must be adhered to.

Sgd. H. C. BENNETT

DIRECTOR OF LANDS

AGA

D/Tul/30.

23

9th September 1925.

District Officer,
Tulkarem.

Subject :- State Domains
D/Tul/30,31,32.

Reference :- Your D/Tul/30 of
20.8.25.

As soon as my Surveyor, Mr. Hashem, returns from Gaza about the 30.9.25, I will arrange for him to proceed to Tulkarem to make this survey.

I will notify you of the exact date of his arrival when I shall be obliged if you will give him any assistance necessary.

M. C. BENNETT

DIRECTOR OF LANDS

MCB/MG.

DEPARTMENT OF LANDS
File No .....
22 AUG. 1925
GOVT. OF PALESTINE

22

No:-D/Tul/30.

Governorate,
Tul Karm.
Sub - District.
P.O.B.No.[illegible].
20th, August, 1925.

Director of Lands,
p.O.B.No.356,
J e r u s a l em.

---

Subject:- Survey of State- Domains.
Reference:- Your G.58/10 of 15.8.25.

---

I have to inform you that the surveyor attached to the Land Registry Nablus is unable to carry the survey of the properties in question as he is not provided with the necessary instruments for the survey of plots that are larger than100 dunoms.

JKH/EL.

A/District Officer,
Tul Karm.

G.58/10.

71

15th August 1925.

District Officer,
Tulkarem.

Subject:-Survey of State Domains -
Tulkarem.D/Tul/30, 31,32
Referance:-Your D/Tul/30 of 30.7.25.

Kindly get in touch with the Registrar of Lands Tulkarem and endeavour to arrange with him for the survey of these properties.

2. The Registrar of Lands,Tulkarem, should request the Registrar of Lands, Nablus, to detail his surveyor.

A.R.
DIRECTOR OF LANDS.

Copy to:- Registrar of Lands,
Tulkarem.

AR/KLH.

DEPARTMENT OF LANDS
File No .....
2. AUG. 1925
GOVERNMENT OF PALESTINE

No:-D/Tul/30.

Governorate,
Tul Karem.
Sub - District.
P.O.B.No;1;
30th, July, 1925.

20

Director of Lands,
P.O.B.No;356,
Jerusalem.

---

Subject:- Survey of State Domains -
Tul Karm.

---

There are 3 large swamps in this sub-district belonging to the State: Basset Sheikh Salah, Basset Ed-dalia, Basset Sheikh Mohammed all in Wadi El-Hawareth. Neither of these has been surveyed, and as neighbouring land owners and cultivators are in the habit of encroaching upon these swamps there is no means by which action can be taken against, the boundaries being not determined by a plan. I therefore urgently request that a surveyor of your department be detailed to Tul Karm for the express duty of surveying these state-domains, so that tresspassers can be properly checked, please.

JKH/EL.

A/District Officer,
Tul Karm.

Copy to:- Files No.D/Tul/31,
& 32.

---

No:-D\Tul\80.

Director of Lands,
P.O. B. No;556,
Jerusalem.

Governorate,
Tul Karem.
3rd - August.
P.O. B. No;1;
6th. July, 1925.

---

Subject:- Survey of State Domains -
Tul Karm.

---

There are 3 large swamps in this sub-district belonging to the State: Basset Sheikh Selah, Basset Hadalia, Bassat Sheikh Mohammed all in Wadi El-Bawareth. Neither of these has been surveyed, and as neighbouring land owners and cultivators are in the habit of encroaching upon these swamps there is no means by which action can be taken against the boundaries being not determined by a plan. I therefore urgently request that a surveyor of your department be detailed to Tul Karm for the express duty of surveying these state-domains, so that trespassers can be properly checked, please.

TH\KH.

Copy to:- Files No.D\Tul\81.
& 82.

A/District Officer,
Tul Karm.

---

DEPARTMENT OF LANDS
File No .....
2 SEP 1925
GOVERNMENT OF PALESTINE

19

No:1517

THE GOVERNORATE
HAIFA
31st August, 1925.

Director of Lands
Jerusalem.
- - - - - - - - - - -

20/Tul/30

Subject:- State Domains - Bassat Sheikh Salah - Wadi El Hawareth - Tulkarem S/D.

The lease for the hay crop on this area need not be granted until 1st February next. I suggest that consideration of this matter be postponed until 1st January, when it can be better ascertained if the Agricultural School project is likely to be sufficiently advanced for this crop of hay to be required next season.

DISTRICT COMMISSIONER

S

Copy to:- D.O.Tulkarem
(Ref.his D/Tul/30 of 25-8-25)

DEPARTMENT OF LANDS
File No. D/Tul/30
27. AUG. 1925
GOVERNMENT OF PALESTINE

No:-D/Tul/30.

Governorate,
Tul Karm,
Sub - District.
P.O.B.1.
25th.August, 1925.

18

District Commissioner,
Northern District,
H A I F A.

Subject:-State Domains - Bassat Scheik Salah - Wadi El Hawareth - Tul Karm Sub-District.

I beg to inform you that Col. Sawer, Director of Agriculture, on his visit to this office on the 13th. inst. remarked that he would like the above State Domain to be reserved for the proposed Agric. School at Tul Karm for the purpose of cutting hay and should therefore not be leased next year.

2. I shall be glad if this question could be taken up with the Dept. of Agriculture and Dept. of Lands and definite instructions be given to this office.

A/District Officer,
T U L K A R M.

Copy to:-Director of Lands,
P.O.B. 356,
J E R U S A L E M.
" " Director of Agric. & Forests
Mount Carmel,
H A I F A.

JKH/FM.

Enclosures:-

D/Tul/30

17

27th July 1925.

District Commissioner
Northern District.
Haifa.

---

Subject:-Burning of hay on
State Domain -
Basset Sheikh Saleh -
Reference:-Your 1517 of 25.7.25.

The tenant was entitled to cut grass and to enter into the agreement annexed to yours under reference.

J.N.S.

DIRECTOR OF LANDS.

JNS/KLH

DEPARTMENT OF LANDS
File No. D/Tul/30
28. JUL 1925
GOVERNMENT OF PALESTINE

16

No:1517

THE GOVERNORATE
HAIFA
25th July, 1925.

Director of Lands,
Jerusalem.

---

Subject:- Burning of hay on State Domain - Basset Sheikh Saleh - Kakun village.

Saleh Mohamed Odeh leased the State Domain known as Basset Sheikh Saleh, at Kakun village in Tulkarem Sub-District, for the year 1924-25 in accordance with an agreement of lease No.D/Tul/30 dated the 22nd of October 1924.

The Lessee then entered into a contract with a third party. I transmit a translation of this contract.

Saleh Odeh now alleges that ~~this~~ hay to the value of £E.415, which had been obtained from, and heaped on, the land under lease, has been burnt; and he applies for my endorsement of a petition he desires to lodge in the Law Courts, against Kakun village, in accordance with the provisions of the Collective Responsibility for Crime Ordinance 1921.

Before I endorse or refuse the application made by Odeh I shall be glad if you will furnish me with your views on the question as to whether Saleh was entitled to cut grass from the State Domain for making hay, and to enter, in respect thereof, into a contract with a third party.

S.

for DISTRICT COMMISSIONER

The Tenant ~~He~~ was entitled to cut grass & to enter into the agreement referred to [illegible]

# C O N T R A C T

between Messrs.Levy Isaac Madurski & Aaron Madurski of hedera on the one side, and Mr.Saleh El Odeh Mohamed of Kakun village on the other side, for sharing the harvest of the hay swamp leased by the latter from the Palestine Government and called "Basset el Sheikh Saleh" in accordance with the contract in the possession of the said Saleh-el Odeh from the Government,as follows:-

1) The said Messrs Madurski shall cut all the hay growing on the swamp with their machines and horses and by hand, if necessary. They shall also gather the whole hay in heaps at their own expenses.

2) The said Saleh shall pay the rent for the lease to the Government according to the contract between him and the Government and the expenses incurred in guarding the swamp from the beginning of the cutting till the completion of the transport of the last sheaf, and he shall further be responsible for protecting the hay against theft.

3) The work of gathering the hay and transporting it to the place where it will be pressed, shall be done with the horses of Messrs, Madurski at their expense.

4) Mr.Saleh el Odeh shall place workmen near the large heap by the pressing machine, who will stack the hay brought by the horses, on to the one large heap by the pressing machine, who will work at his expense.

5) Transport of the pressing machine. The expenses in bringing the pressing machine from the colony to the place of work and returning it after completion of the work, will be borne as follows: one third by Mr.Saleh and two thirds by Messrs Madurski.

6) Work of the pressing machine. The cost of hiring the machine from its owner and all other expenses incurred in the pressing of the hay, such as pay to workmen,wire etc. shall be borne by both parties equally, i.e. in halves.

7) There shall be no sharing of the hay before the final settlement of the expenses incurred by both parties according to this contract and before each party has paid his share of the expenses.

8) After being pressed by the machine, the hay will be shared in equal parts according to the weight in tons, each party to receive one half. Messrs Madurski receive one half, and Mr.Saleh el Odeh receives the other half.

9) In case of the Government demanding any fees whatever in the shape of tithes, the two parties undertake to pay each according to his share.

10) Sale of the hay. Should the partners come to an understanding to sell the hay on their joint account, then the proceeds from the sale will be shared instead of the hay as mentioned above after deduction of all the expenses together with the expenses incurred by the sale of the hay.

11) If there is no agreement between the partners to sell the hay jointly, then the hay will be shared on the threshing floor and each will take his share of the hay as mentioned in Clause 8 of this contract.

12) Either party contravening the terms of this contract shall pay to the other party a fine of £E.25.- (Twenty five Egyptian Pounds).

This contract has effect from 12th April 1925 till the end of the harvest in the said swamp.

The Partners: /Signed/ Levy Issac Madurski

On behalf of Aaron Madurski/Signed/ Levy Isaac Madurski

Impression of thumb of Saleh el Odeh Mohamed

12-4-25

We hereby certify the signature of Mr.Levy Isaac Madurski and Mr.Saleh el Odeh Mohamed, who signed the contract written on the other side.

Hedera,18th Nisan 1925 /Stamp/ "Committee of the Colony of Hederah"

/Signed/ Goldenberg President
Baron Secretary

15

D/Tul/30.

17th April,1925.

District Officer,
Tulkaren.

Subject : Basset Sheikh Saleh-Tulkaren.
Reference : Your T.200/1/25 of 11.12.24

Kindly get in touch with the Registrar of Lands Tulkaren and endeavour to arrange with him for the survey of this property when a surveyor is available.

DIRECTOR OF LANDS.

MCB/LY.

Extracts from Report on File
on D/Tul/31

14



4) Whereas I have, during the inspection, discovered two other different marshes then the one in question known by Ard Bassat El Sheikh Mahmud registered under No.1 dated Kanun Awal, 328 at an area of 1000 dunoms and the 2nd Ard Bassat Sidrat El Sheikh Saleh registered under No.3 dated Kanun Awal, 328 at an area of 180 dunoms and that these two areas are at the same time neighbouring to Tayan's land it is necessary, in order to protect same, to detail a surveyor to Tulkarem to arrange for a survey to be made.

For your information.

D/Tul/30

D/Tul/32

1/4/25.

Yusef Thabet.
S.I. of L.

13

D/Tul/30.

two.

6th February 1925.

District Officer
Tulkarem

Subject:- State Domains - Tulkarem
D/Tul/30.
Reference:- Your T.200/1/25 dated
11.12.24.

I am returning herewith two copies in Arabic of agreement of lease duly signed by His Excellency the High Commissioner.

I shall be obliged if you will hand the stamped copy to the tenant for his retention.

It was noted that the Folio Number was not inserted in the space provided in the preamble. This has been done by me.

Sgd. M. C. BENNETT

DIRECTOR OF LANDS.

KLH.

12

No:-T/200/1/25.

Governorate,
Tul Karem,
Sub - District.
11th. December, 1924.

Director of Lands,
P.O.B.,356,
J E R U S A L E M.

Subject:-Lease of State Domains Property D/Tul/30

Enclosed please find agreement in quadruplicate in respect of above mentioned property passed for favour of signature by His Excellency the High Commissioner.

TJG/FM.

F/District Officer,
T U L K A R E M .

Enclosures:-4

Cancelled & entered. Folio number was not inserted.

Issuance of LE. 1/500

2. 15/12/24

STATE DOMAIN REFERENCE No. D / Tul / 30

11

Land Form No. 3

# GOVERNMENT OF PALESTINE.

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this 28th day of October one thousand nine hundred and twenty four between His Excellency The High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Saleh Odeh Mohamed of Kuzon - Tulkarem sub district his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Basset Scheik Saleh in the Wady Hawareth of Tulkarem in the Sub-District of Tulkarem and District of Northern District Haifa extending to an area of one hundred and eighty dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tulkarem Vol. 3 Page. 3 date December 328 for the period of one year from the 15th day of October 1924 to the 15th day of October 192 5 (determinable nevertheless as hereinafter mentioned) at a rent of £ 13. 500/ms thirteen pounds Egyptian and five hundred mils only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tithe of 12 ½ %, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12 ½ %, a yearly rent of Thirteen Egyptian pounds five hundred m/m (£E. 13. 500 m/ms.) by two payments in ~~advance~~ first payment on ~~or before~~ the 28th day of October 1924 ~~day of each of the months~~ and the second payment on 31st May 1925 ~~in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 0000 per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE 2 Nov/30

2338 — 1000 — F. P. 2/2/25.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord, Herbert Samuel HIGH COMMISSIONER.
in the presence of Legh A. Clowes. Private Secretary

Signed by the Tenant
in the presence of

# حكومة فلسطين

## الاملاك الاميرية

### اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم الثاني والعشرون من شهر تشرين الثاني سنة الف وتسعمائة وتسعة وعشرين بين مختار المذبح الاسلامي بالنيابة عن حكومة فلسطين (المسمى فيما بعد الموجر) فريق اول وبين صالح عبد الله محمد من قرية خاطوت — قضاء طولكرم وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان على تأجير واستئجار قطعة من الارض المعروفة بقطعة الخ الصالح من اراضي الحوارث في ناحية طولكرم من قضاء طولكرم ومساحتها الثمانية عشر دونما بالتقريب والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمبينة في دفتر طابو طولكرم تاريخ ٢٨ صفحة ٢٨ المجلد ٢ وجه ٢ لمدة ست سنوات تبتدئ من اليوم الخامس والعشرون من شهر تشرين الثاني سنة ١٩٢٤ وتنتهي في اليوم الخامس عشر من شهر تشرين الثاني سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بايجار قدره ثلاثة عشر ج.م يدفع وفقاً لما هو مبين ادناه

وقد تعهد المستأجر بموجب هذا

١) ان يدفع الايجار بموجب الكيفية المذكورة ادناه

~~٢) ان يدفع علاوة على العشر ١٢½ في المائة اجرة قدرها عشر من محصولات الارض المذكورة بحسب قيمتها الفعلية ويجري هذا التخمين بنفس الكيفية التي يخمن فيها العشر المذكور ويدفع في نفس التاريخ وبنفس الكيفية ايضاً~~

«٢» ان يدفع علاوة على العشر ١٢½ في المائة ايجاراً سنوياً قدره ثلاثة عشر ج.م ونصف مليماً في ~~ثلاثة~~ وفضة تدفع مقدماً في او قبل اليوم الثاني والعشرون من شهر تشرين الثاني من كل سنة والقسط الثاني ٢١٧ ملم ٥٠٠

«٣» ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها للموجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٤) ان يصون ويحفظ كافة المجاري والسواقي والاقنية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الملاريا

٥) ان يزرع الارض لقناعة الموجر وان يدفع للموجر ايجاراً اضافياً قدره ——— للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الايجار وان يدفع هذا الايجار في نفس الوقت الذي تستوفى فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموجر

٦) ان لا يوجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموجر خطياً

٧) ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

ENTERED. PAGE

2339—2000—S.O.P.

٨) ان لايشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولا على موافقة الموجر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها الموجر او لا وان تتم وفقاً لمرضاته ولا يكون الموجر مسؤولا عن اي مصاريف يتحملها المستاجر فيما يتعلق بمثل هذه التصليحات او التعميرات كما وانه لا يكون مسؤولا عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة الموجر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار و فسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فللموجر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كانه لم يكن بشرط ان:

"١" لا يؤثر استلام العقار من قبل الموجر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار اوعدم مراعاته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

"٢" لايستلم الموجر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١١) وعند انتهاء اجل الايجار المذكور اوفسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص الموجر في حالة جيدة وقابلة التأجير لمستأجر جديد

١٢) ان يسمح للموجر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق الموجر على ان :—

"١" يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الملاريا وان يقدم جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى الموجر غير انه لا يحق للمستاجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة الموجر خطياً

"٢" يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تداخل غير شرعي من قبله .

شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم الثاني والعشرون من شهر نوفمبر سنة ١٩٢٤

O.P.D.A. 1 P.T. E.E.F. | H. J. Z. 5 Mil. E.E.F. | H. J. Z. 5 Mil. E.E.F.

(sgd) Herbert Samuel
HIGH COMMISSIONER.
توقيع الموجر

(sgd) Legh A. Clowes
Private Secy.
بحضور

توقيع المستأجر

نائب الادارات
بحضور

9

D/Tul/30

LANDS DEPARTMENT
P.O.B. 356,
Jerusalem

January 2nd, 1925.

Registrar of Lands,
Nablus.

---

Subject:- State Domains- Tulkarem
D/Tul/30

With further reference to para 3 of my letter No.D/Tul/30 dated 29.11.24, I shall be obliged if you will arrange for the survey of the above property, and forward the plan to this office for inclusion in my file.

DIRECTOR OF LANDS

AGA

D/Tul/30

December 10th,1924.

District Officer,
Tulkarem.

Subject:- State Domains -Tulkarem
D/Tul/30.

I shall be obliged if you will forward the agreement to this office for His Excellency's signature.

DIRECTOR OF LANDS

AGA

7

D/Tul/30.

21st November,
1924.

District Officer,
Tulkarem.

Subject : State Domains
D/Tul/30.

Reference: T.200/1/25 of
18.11.24.

The acceptance of the last bid of LE. 13.500/ms in respect of the above property is approved.

Kindly forward the agreement in duecourse for the signature of H.E. The High Commissioner.

DIRECTOR OF LANDS.

HCB/LY.

No;)t/200/1/25.

D/Tul/30.

Governorate,
Tul Karem.
Sub-District.
18th, November,1924.

Director of Lands,
P.O.B., 356,
Jerusalem.

---

Subject:- Lease of State Domain No. D/Tul/30.

Please note that the last bid for above property is £E.13.500m/ms.

This was accepted there being no higher bid.

Passed for approval please.

for District Officer,
Tul Karem.

TJG/EL.

Enclosures;-

افراغ قيد طابو صه دائرة طابو طول كرم .

29/Dec/30

| صه نمرة | تاريخ | قريتي | موقعي | نوعي | تحرير املاك عدم نمرة | حدودي | دونم | جهت تصرف | صه نمرة | تاريخ | تنفي دفتره فقل اولنه بغي | تصرف اول جهه كيمه | نزاع | تحرير اعلاميه قيمتي | ملاحظات |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ٢ | ٢٧٨ | داد الحوارث الشرقي | ارض بعصة صدراه الشيخ صلاح | جابر | ٦٢٨٧ | شمالا قرية التوريه وارض ناقوبه الماذونه لتل التوريه لجهة الغيل غربا هدود بصة الدالي جنوبا ارض النبانه وهذه المحدده وارض قاتون وارض شويكه . | ١٨٠ | يوز سكانه دوغلك جابر طاهك تماس سلطنت سنيه نك بشنجي اردوي همايوني نامنه مقيد اليكه لرا دفتر خاقاني مأمور لغنك ٢٠ خانون ١٣٢٦ تاريخ و٦٢ نمرولو تحرير اداعليه سيله ١٧ سرر نامي ٢٧٨ تاريخ ويركو تذكره سنه مربوط تضامال صدير لكنك ١٧١ نمره تاريخ مذكور نامنه تصحيحا سنه ويرلشدي . | ٢ | وانهي هزيران ٢٧ | تماما دولتعليه عثمانيه نك هزينه جليله مالكي نامنه | | ٤٠٠٠ | |

4

الطابو

| نمرة دائرة الاراضي | نمرة الدرس | نمرة المجلد | نمرة المالية | نمرة تاريخ | القضاء | القاطعة | الذرع والقصبة | مساحة محلية بالدونم | اسم المالك | نوع الملك | الموقع | الحدود | مساحة |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | ٦٢٨٧ | | | | وادي الحوارث | | | | سدرة شيخ صلاح | شرقاً تل القرية غرباً بصة الدالية جنوباً البناء وقطعة وتبة | ١٨٠ دونم |

اخراج قيد طابو من دائرة طابو طولكرم .

التاريخ والاجا | ان كانت موجوده حسب ما هو محرر ادناه | ش | ع | ح

| ابيه سه ايد جنس مركبه | نمره | تاريخ | اسم وادريس المتاجر | الاجار | ثمن المثل التأويه | ميعاد دفع الاول | زيادة مدة الرسوم الى الذات | ملاحظات |
|---|---|---|---|---|---|---|---|---|
| | | ٩٤١ | احمد مصطفى مكحل | ١٢٠٠ | ثلاثمائة | ٩١١ | ٩٢٢ | ٤ سن |

STATE DOMAIN REFERENCE No. D/TUL/30

Land Form No. 3

# GOVERNMENT OF PALESTINE.

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this 4th day of December one thousand nine hundred and twenty three between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Said Hassan Shouli of AeKon his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of Pasture land known as Basset Sh. Salah in the village of Wadi Hawarith Sub-District of Tul Karem and District of Samaria extending to an area of One Hundred Eighty dunoms more or less and more fully described in ~~the schedule~~ and plan attached hereto and in the Tabu Register of Tul Karem ~~Vol.~~ Ref.No.3 ~~Page~~ date December 1325 for the period of one year from the 4th day of December 1923 to the 30th day of September 1924 (determinable nevertheless as hereinafter mentioned) at a rent of L.E.6. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. To pay in addition to the Tithe of 12½% ~~xxxx

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord

Special Conditions the Barsat is for grazing purposes only & it is forbidden to cut grass for any purposes whatsoever for making hay etc unless special permission in writing be allowed for the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord in the presence of (sgd) Herbert Samuel High Commissioner (sgd) A Kirkbride

Signed by the Tenant in the presence of

DISTRICT Northern

SUB-DISTRICT Tul-Karm

VILLAGE Qaqun

LOCALITY El-Bassa

OWNER Mahmud el Issa Abu Hantash

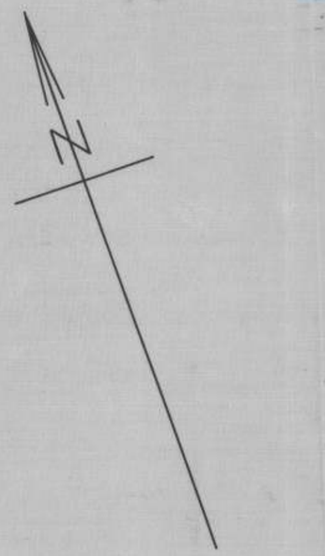
SERIAL No 131T/29

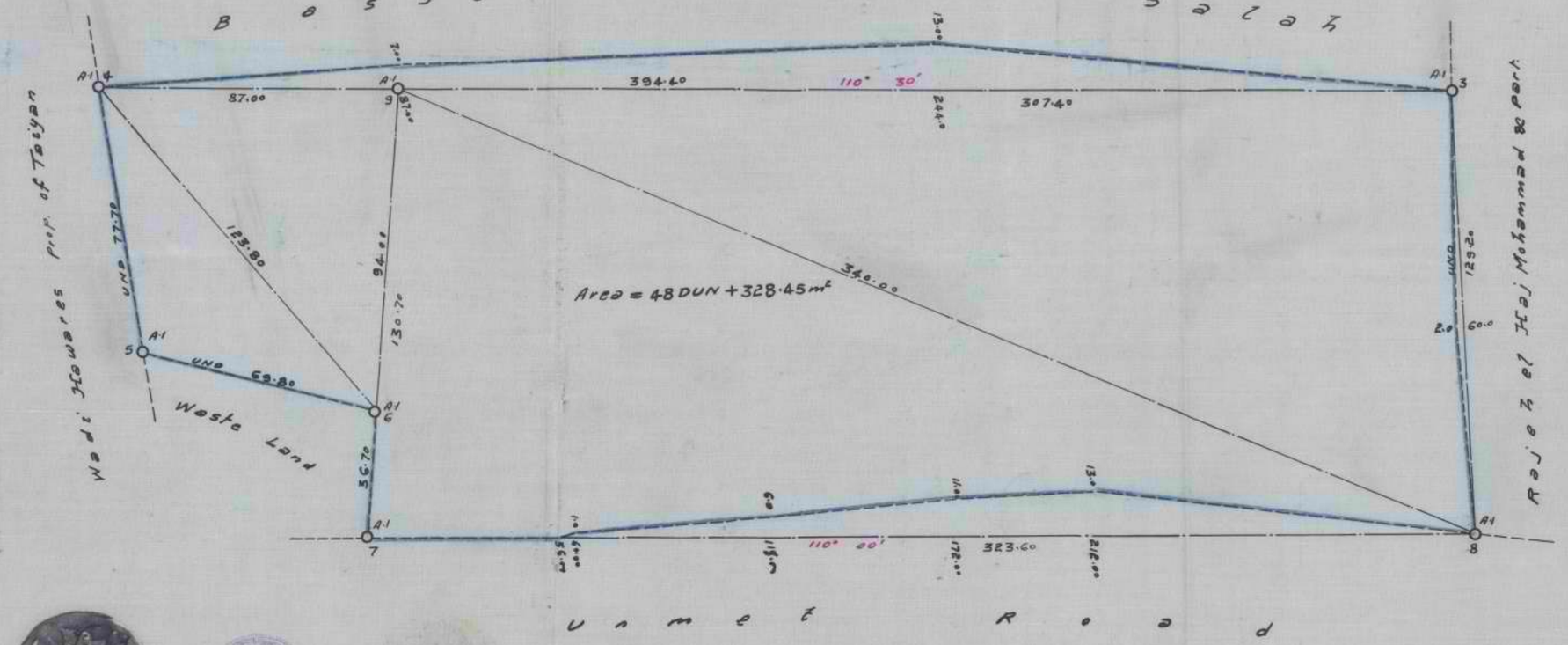
FILE No

F.B No

map A.

Scale 1/1250






I certify that this is a true copy of the plan executed by me on ..... in the year ..... and that it correctly represents the position and boundaries of immovable property at the aforesaid date as pointed out and claimed on the ground.

Date ..... Name .....

Place ..... LAND REGISTRY SURVEYOR

# LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No_____ X. 2. File No D/Tul/30

X. 3. Reference No_____

4. Finance No_____ 5. Land Registry No Vol. 3.
and date_____

6. District Tulkarem 7. Sub-District.

8. Village or Town. Wadi El Hawareth.

9. Whether Mudawara, Mahloul or Mewat etc.

10. Name of Property. Land Plot. No. 21

11. Nature of Property. Pasturage Land.

12. Situation. Sidret Sheikh Salah.

13. Boundaries.

North

South Buildings & Khasoum & Shwaikeh

East Tel El Kharbieh.

West Bassat Eddalieh.

14. Area. 180 dnms.

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Number and date of Agreement or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

565-2 000-24 6.32
Pld. at Greek Conv. Press.

4.V.23.

Land Form No. 3.

# GOVERNMENT OF PALESTINE

STATE DOMAINS.

## AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this 22nd. day of November one thousand nine hundred and twenty two between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and ABD AHMED AND AHMED MOKAHAL of Attil Village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Basset Scheik Salah in the Sub-District of Tul Karem and District of Samaria extending to an area of One hundred and eighty dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Karem under reference No. 3 for the period of One year from the first day of November 1922 to the 30th day of September 1923 (determinable nevertheless as hereinafter mentioned at a rent of £E.15.500 m/ms. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay, in addition to the Tithe of 12½% a rent on one-tenth of the produce of the said land, on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

OR 2. To pay in addition to the tithe of 12½% a yearly rent of fifteen thousand and five hundred milliemes. (£E. 15.500 m/ms. m/ms.) by payments in advance on or before the first day of December 1922 and on the first day of May 1923 ~~day of each of the months of~~ in every year, the first of ~~such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. ~~To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.~~

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord Sgd. Herbert Samuel

in the presence of Sgd. N. Bentwich

Signed by the Tenant

in the presence of

O.P.D.A. E.E.F. | H. J. Z. 5 Mil. E.E.F. | H. J. Z. 5 Mil. E.E.F. | H. J. Z. 5 Mil. E.E.F. | H. J. Z. 5 Mil. E.E.F.